

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Superintendent Hiring Process

BACKGROUND:

With the retirement of the current Superintendent, the Board will determine the process for filling the upcoming vacancy for superintendent.

STATUS:

The Board will hear presentations/proposals from:

6:00 p.m.	McPherson & Jacobs
6:20 p.m.	Hazard, Young, Attea & Associates (HYA)
6:40 p.m.	Leadership Associates (LA)

The search firms will address the following items:

1. Please highlight three to five reasons you should be selected.
2. How do you work with the Board throughout the hiring process?
3. How do you ensure you get authentic input from all stakeholders?
4. How do you present a district to a potential candidate?
5. How do you measure a successful placement and retention of a superintendent?
6. How many years should a superintendent stay to be deemed a successful hire?

FISCAL IMPACT:

Cost will be determined upon selection of search proposal.

BOARD GOAL:

Board Focus Goal IV - STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to provide quality education for our students.

RECOMMENDATION:

The Board will consider approving a proposal for filling the vacancy of superintendent after receiving the presentations from the above listed firms.

A Proposal Prepared for

Rescue Union School District

Rescue, California

for

*The Search and Selection of a
Superintendent of Schools*

submitted in collaboration with



by

MCPHERSON *MJ* JACOBSON, LLC
EXECUTIVE RECRUITMENT & DEVELOPMENT

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MCPHERSON & JACOBSON, L.L.C.
Executive Recruitment & Development
in collaboration with the California School Boards Association



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February 8, 2017

Board of Trustees
Rescue Union School District
2390 Bass Lake Road
Rescue, California 95672

Thank you for your request for information. The enclosed proposal describes the professional services the California School Board Association representative, McPherson & Jacobson, L.L.C. will provide Rescue Union School District in ensuring your superintendent search secures quality leadership for the district.

Our firm's five-phase protocol allows the board to concentrate on the most important segments: the interview and selection of the successful candidate. Our team of consultants, working in conjunction with the board and stakeholder groups you identify, will implement a systematic, comprehensive process culminating in the hiring of the most qualified candidate for your district.

McPherson & Jacobson has been conducting searches for boards of education since 1991. We have over 100 consultants across the United States, including 15 in California who will ensure your search results in quality leadership for your district.

Our contact information:

McPherson & Jacobson, L.L.C.
7905 L St., Suite 310
Omaha, Nebraska 68127
Telephone: 402-991-7031/888-375-4814
Fax: 402-991-7168
Email: mail@macnjake.com

We welcome the opportunity to meet with your board to present our proposal and discuss our proven search process.

Sincerely,

Thomas Jacobson

Thomas Jacobson Ph.D.
Owner/CEO, McPherson & Jacobson L.L.C.

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The McPherson & Jacobson Difference

“It’s About the Kids”

- WE BELIEVE every student is entitled to a high quality education. We strongly believe quality education is dependent upon quality leadership.
- OUR MISSION is to ensure your search results in quality leadership for education excellence.

McPherson & Jacobson has developed a protocol that provides for high involvement of stakeholders, while keeping the board in complete control of the process.

One of the hallmarks of McPherson & Jacobson, L.L.C. is the belief that the search for a public executive should be conducted with as much transparency as possible. We have designed a process, which keeps the board in complete control of the search, while inviting various stakeholder groups to provide input and become meaningfully involved in the process. The openness of the process has not gone unnoticed. In the *Transparency—The McPherson & Jacobson Difference* section of this proposal you will find a selection from the many articles discussing McPherson & Jacobson’s stakeholder involvement, and editorials from newspapers across the country praising boards for being open, transparent, and doing the public business in the public.

Qualifications and Background of McPherson & Jacobson, L.L.C.

Leading National Search Firm

McPherson & Jacobson, L.L.C. has been conducting national searches for governing boards since 1991. The firm has placed **over 650 superintendents** and other officials in public and non-profit organizations across the United States. **McPherson & Jacobson is one of the leading national superintendent search firms.**

Nationwide Network of Experienced Consultants

McPherson & Jacobson has **over 100 consultants** across the nation. Almost one-fourth of McPherson & Jacobson consultants are minorities or female. Our diverse group of consultants has extensive backgrounds in education and public service including current and former superintendents, assistant superintendents, university professors, and school board members. Over fifty percent have a doctorate degree. Their diversity and expertise ensures your search results in quality leadership for education excellence.

Sustainability in Leadership

Waters and Marzano (2006) review of 3.4 million students' achievement scores found that Superintendents' tenure is positively correlated with student achievement.

Organizations using the McPherson & Jacobson protocol have enjoyed sustainability of leadership. Over the last five years, **eighty percent** of administrators are in the position for which they were hired. **Fifty-five percent** of administrators are still in the position for which they were hired within the past ten years. **Almost half** of the administrators selected by governing boards within the past 15 years continue in the position for which they were hired.

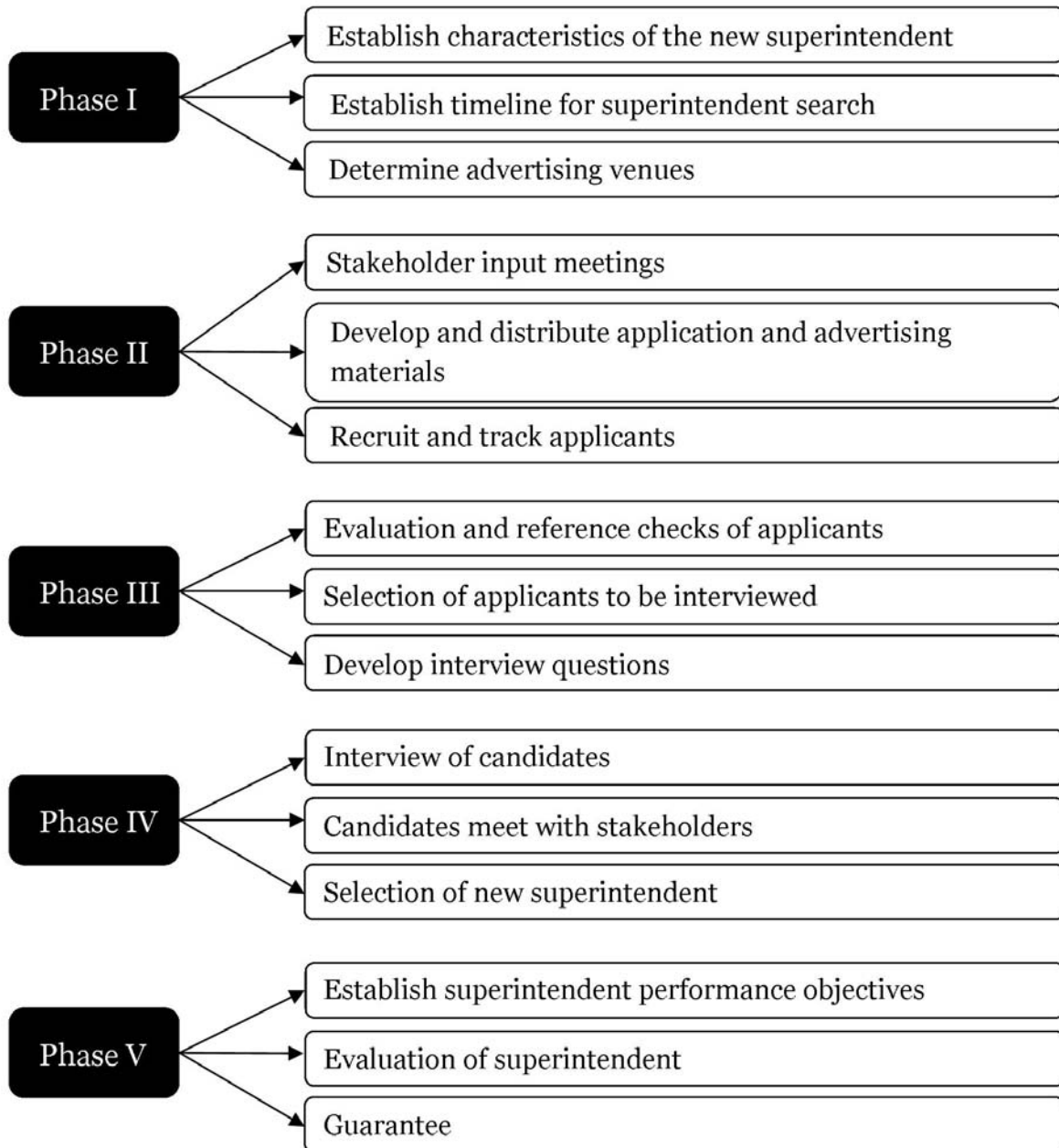
Executive Summary

McPherson & Jacobson L.L.C. provides a comprehensive search process. Below are some of the highlights of our process:

- Our process is comprehensive and provides critical support for the most time consuming aspects of recruiting and screening the candidates, so the board can focus on interviewing and selection.
- Transparency is a hallmark of our protocol. Stakeholder participation emphasizes the transparency of our process.
- We take the entire board through a consensus decision-making process to identify the top criteria for the selection of the new superintendent.
- We meet with groups to ensure broad-based stakeholder input in the selection process. In addition, we provide an online survey to reach out to anyone who could not attend a stakeholder meeting. The consultants will present a comprehensive written report to the board, which includes all of the comments recorded during the input sessions
- McPherson & Jacobson's consultants actively recruit candidates that meet the selection criteria. If desired, we will recruit non-traditional candidates.
- Applicant confidentiality is important to attract top candidates. Names remain confidential until the board selects their finalists.
- We continue to work with your school district until a superintendent is hired and in place.
- Phase V provides a continued commitment to work with your board and new superintendent for one year. We help you collaboratively establish annual performance objectives for the new superintendent's first year. Evidence from previous searches shows this phase to be very positive as it fosters a good transition.
- We are so confident of our ability to identify the district's criteria, recruit and screen applicants against those criteria, and assist during the transition period, that we guarantee our service. If your superintendent leaves for whatever reason during the guarantee period, we will repeat the process for no charge except for actual expenses.

***Our mission is to ensure your search results in
quality leadership for education excellence.***

Five Phases of a Superintendent Search



Phase I

Working with the Board, and stakeholder groups identified by the Board, McPherson & Jacobson's consultants will:

✓ **Using a group process with the board, identify the most important characteristics of the future superintendent.**

Using Nominal Group Technique, the consultants will assist the board in identifying the most important characteristics the board would like the new superintendent to possess. These characteristics will be used as a template for recruiting and selecting candidates.

✓ **Establish appropriate timelines and target dates for the selection process.**

The consultants will prepare a proposed calendar for the search process. Dates for advertising the announcement of vacancy, closing date, dates for interviewing, a target date for selecting the new superintendent, and a date for the new superintendent to begin will be determined.

✓ **Determine, with the board, appropriate advertising venues.**

The consultants will assist the board in determining the scope of the search. Appropriate media venues (professional journals, trade papers, newspapers, and websites) and associated costs will be presented for consideration.

✓ **Identify appropriate stakeholder groups.**

The board will identify the various stakeholder groups that they want McPherson & Jacobson's consultants to meet with to solicit input into the process.

✓ **Assist the board in determining compensation parameters.**

In order to recruit and select top candidates, compensation packages need to be competitive. Our consultants will present data indicating what districts in the same geographic region and similar size are paying superintendents. Whenever possible, they will also present compensation information for districts that recently hired a superintendent. This information is provided for the board's consideration of compensation parameters.

Final compensation decisions will be determined by the board and the selected candidate.

✓ **Identify the point of contact for the district**

The board will identify an appropriate staff person to work with the consultants to coordinate the logistics of the search. This includes tasks such as assisting with information for the promotional brochure, and coordinating details for stakeholder input and other meetings within the district.

Phase II

In Phase II McPherson & Jacobson's consultants will:

✓ **Work with the district to schedule the stakeholder input meetings.**

The consultants will work with the district's point of contact to determine the stakeholder input schedule and coordinate notifying the stakeholders about the meetings.

✓ **Meet with groups identified by the board to provide stakeholder input into the selection process.**

The consultants will meet with the stakeholder groups identified by the board and solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the issues facing the new superintendent, and the characteristics they would like to see the new superintendent possess. The board chooses which groups it would like the consultants to meet with, but the most common groups include central office administrators, building administrators, teachers, classified staff, students, and community and business groups. The consultants will assist the board in choosing which groups it wishes to include.

For any unable to attend a stakeholder meeting, we provide an online version of the questions we ask the groups. At the request of the district, the survey can be available in multiple languages.

The results of the stakeholder meetings and online stakeholder input are summarized by the consultants and presented to the board.

✓ **Develop promotional literature and brochures announcing the vacancy.**

In order to attract quality applicants, it is important to promote your school system and community. With on-site assistance from the district, the consultants will assist in preparing an announcement of vacancy that highlights the strengths of your school system and community. Our graphic artist will prepare a professional color brochure that highlights the school district and community, including the board's selection criteria, the board members, and the application procedures and timelines.

✓ **Prepare and place announcement of vacancy.**

McPherson & Jacobson's staff will prepare and place the announcement of vacancy. It will be sent to all state school board and administrator associations, as well as media venues selected by the board. Additionally, McPherson & Jacobson maintains an interactive website (www.macnjake.com) that allows applicants to access all the application materials and apply on line. The website averages over 150,000 hits per month.

✓ **Develop an application unique to your vacancy that reflects the selection criteria determined by the board.**

McPherson & Jacobson's staff will create an application form requiring applicants to describe their strengths and experiences relating to each criterion identified by the board. This will be one of the preliminary screening devices used by the consultants when assessing potential candidates.

✓ **Post application information and notify interested applicants.**

McPherson & Jacobson's staff contacts potential applicants and manages all the application materials using our online application software. Our office staff handles this task without assistance from your district.

✓ **Actively recruit applicants who meet the district's needs.**

While McPherson & Jacobson does not represent candidates, we actively maintain a data bank of quality candidates. Once the board has chosen its selection criteria, we will send the information to all of our consultants across the United States, asking them to nominate candidates who would be a good match. We will encourage those candidates to apply. Some of the best candidates may not be actively seeking another position and will need to be recruited.

McPherson & Jacobson stays current with trends in educational leadership by being an active participant and presenter at national and state education conferences. We participate in Job Central at the American Association of School Administrators conference, the National School Boards Association annual conference, and others such as the AASA Women's Leadership Conference.

✓ **Assist the board in determining interview procedures.**

After the board selects their final candidates to interview, the names of the candidates will be made public upon confirming the interviews. During the interview process, the stakeholder groups will have an opportunity to meet the individual candidates.

If the board chooses to conduct semi-finalist interviews, the candidates will only meet with the board. The names of the semi-finalist candidates will remain confidential (in states where an executive session is allowed), and stakeholders will not meet the semi-finalists. The finalist interviews will be conducted as described in the paragraph above.

✓ **Confidentiality of Applicants**

McPherson & Jacobson proposes an open process for the search. We believe the public business should be done in public with openness and transparency. We also understand the need for applicants' confidentiality. Our process keeps the names of all applicants confidential until they are named a finalist for the position, at which time the names of the finalists are made public

If the board believes that the names of the finalists should be kept confidential until they make their selection, we can do that. This is your search and we will adapt our process to fit your unique needs.

✓ **Keep all applicants informed of their status in the selection process.**

During the application process, McPherson & Jacobson's staff monitors applicants and notifies them of what is still needed to complete the process.

✓ **Communicate with all Board Members in a timely manner**

The consultants will communicate with all board members keeping them informed of the status of the search throughout the process.

"We were really impressed with the interview process. This was my third time in twenty years to select a superintendent and this was the best. We had an opportunity to meet informally and formally in a quiet setting and really get to know the candidates better."

Priscilla Cox, Elk Grove Unified School District, CA

"It gave us peace of mind and made our work much easier. We could focus on our needs rather than getting bogged down and frustrated with the process."

Janet Alonso, Winship-Robbins Elementary School District, Meridian, CA

"The brochure looked very professional, we were pleased."

Tamara Jones, Lakeside Union School District, Bakersfield, CA

"Thorough and open review of all candidates."

Michael Leydon, Newcastle Elementary School District, Newcastle, CA

"Best price, best service."

Bobbie Singh-Allen, Elk Grove Unified School District, CA

Phase III

In Phase III McPherson & Jacobson's consultants will:

✓ **Evaluate each applicant against the selection criteria.**

The consultants will read and evaluate all of the completed files submitted by applicants. They will read the application form and all of the additional material in each file and begin reviewing against the selection criteria.

✓ **Conduct reference checks.**

We understand that applicants do not submit references who will not speak highly of them. We begin with the references given and ask them a list of questions relevant to the selection criteria. After asking those questions, we ask each reference to give us the names of other people who can speak of the applicant's qualifications. We then call those individuals and ask them the same set of questions, including asking them to give us the names of other people who can speak of the applicant's qualification. We go a minimum of three people removed from the primary references. What we are looking for is consistency of answers that will verify the applicant's strengths and weaknesses.

In addition to contacting references, the consultants conduct an extensive Internet search of the applicants.

✓ **Pre-Interview and Video of Shortlist Applicants.**

The consultants will pre-interview applicants to be submitted on the shortlist. We will have these applicants submit a video which the consultants will share with the selection committee.

✓ **Assist the board in developing a set of interview questions that reflect the identified selection criteria and characteristics.**

The consultants will present an extensive list of potential interview questions that reflect the selection criteria and characteristics desired by the board. The board members choose interview questions that reflect their criteria and priorities.

If the board chooses to conduct two rounds of interviews, the consultants will assist in developing interview questions for both rounds of interviews.

Phase IV

In Phase IV McPherson & Jacobson's consultants will:

- ✓ **Review candidates with the board and assist board members in determining which candidates they will interview.**

The consultants will present a complete list of applicants, who completed the application process, to the board for its review. We do not eliminate any applicants; however, a short list will be submitted of those applicants who we found most closely met the district's criteria. The consultants will present a reference profile demonstrating the consistent feedback for each short list applicant.

Upon reviewing the recommendations, the consultants will assist the board members in identifying which applicants they wish to consider as candidates for interviews.

- ✓ **Coordinate interview and visitation procedures.**

If the board chooses, McPherson & Jacobson will schedule semi-finalist interviews. Semi-finalist interviews are typically conducted with the board only. After the semi-finalist interviews, the board will select their finalists.

Working with the board and the point of contact, the consultants will assist in establishing the finalist interview schedule that includes district staff, students, and community groups. A typical interview day will include a tour of the district and community, meeting with stakeholder groups, and a formal interview with the board.

- ✓ **Assist the groups identified by the board in planning for meeting each candidate and providing feedback to the board.**

Representatives will be selected from the stakeholder groups identified by the board. The purpose of these groups is two-fold: 1) to promote the school district and community to the candidate; and 2) to form an impression of each candidate, which they will share with the board. The board will identify chairpersons for each stakeholder group. The consultants will meet with the chairpersons to discuss their roles and responsibilities. The consultants will also provide the chairpersons with a form to record the group's consensus impressions of each candidate's strengths and any concerns or questions the group may have. Each form will be sealed in an envelope and turned in to the district contact person.

- ✓ **Coordinate visitation procedures for the candidate's spouse/significant other.**

We encourage boards to invite spouses/significant others to attend the interview day. The consultants will coordinate, with the point of contact, a portion of the interview day for the spouse/significant other to have an expanded visitation of the community. Tours typically include available housing, medical facilities, churches, recreational opportunities, and areas of interest unique to your community.

✓ **Assist the board in making final arrangements for each candidate's visit.**

It is common practice for the district to pay interview expenses for the candidates and their spouses/significant others. In order to ensure that expenses stay within established guidelines, the consultants will assist the point of contact in making lodging and travel arrangements for each candidate.

✓ **Contact all finalists and schedule their interview dates.**

The consultants will contact the final candidates, notifying them they are finalists for the position and scheduling their interview dates. The consultants will be the contact for answering any questions and coordinating the candidates' visits to the district.

✓ **Notify all applicants not selected for an interview.**

Once the board has selected its final candidates, all other applicants will receive, on behalf of the board, a personalized notification thanking them for taking the time to complete the application materials and notifying them that they are not a finalist.

✓ **Personally contact each finalist who was not offered the position.**

Once a contract has been offered by the board and accepted, the consultants will call each of the other final candidates and thank them on behalf of the board for interviewing for the position. *These candidates are not notified until an offer has been accepted.* If by chance you lose your top candidate, we want to keep viable candidates available.

✓ **Conduct background checks.**

Included in the fee is a criminal/financial/credential verification background check for the selected candidate. For an additional fee, the board can choose background checks for all of the finalists.

"This was the first time our district had used a stakeholder committee in addition to the board for input on finalists. The search firm provided outstanding guidance and worked well with district staff to establish a thoughtful productive process."

Priscilla Cox, Elk Grove Unified School District, CA

"High level of professionalism accompanied by a personable and transparent consultant leading a very good process to a very good outcome."

Michael Leydon, Newcastle Elementary School District, Newcastle, CA

"Know what school boards need for district size. Easy to do business with."

Chet Madison, Elk Grove Unified School District, CA

Phase V

In Phase V McPherson & Jacobson's consultants will:

✓ **Establish performance objectives for new superintendent.**

Working with the board and new superintendent, the consultant will assist in establishing two or three performance objectives the board wants the superintendent to focus on during the first year. These objectives are beyond the day-to-day school district operations.

Once the performance objectives have been identified, board members will be asked what they will accept as evidence of progress towards the accomplishment of the identified objectives.

The superintendent will take the information generated from this session and develop an action plan for achieving the performance objectives. The action plan will be presented to the board for formal approval and forwarded to McPherson & Jacobson's home office.

✓ **Provide a guarantee.**

If the board chooses to use our complete service, we will guarantee our process. If the person selected leaves the position, *FOR WHATEVER REASON*, within the guarantee period, we will repeat the process at no charge except actual expenses.

We are convinced that our process of identifying your most important selection criteria, meaningfully involving stakeholders, screening candidates against the criteria, and working with you during the critical first year, will ensure your search results in quality leadership for education excellence.

"I have been through this process several times. This process was one of the best"
Jeanette J. Amavisca, Elk Grove Unified School District, CA

"I would highly recommend your firm to other school districts."
Field Gibson, Paso Robles Joint Unified School District, CA

"I was very pleased with the search in every aspect."
Peggy Buckles, Conejo Valley Unified School District, Thousand Oaks , CA

Timeline

The timeline for the search process is established when we meet with the board so we can address the unique needs of the district. However, the time from our first meeting with the board until the finalist is selected is typically a minimum of two to three months.

Search sequence:

- At the beginning of the search
 - Advertising decisions are made
 - The qualities for the new superintendent are identified
 - Application information is posted
 - A formal timeline is established
 - A brochure is created to advertise the district and the vacancy

- At the time designated by the board
 - Stakeholder group meetings are held
 - A summary of stakeholder input is presented to the board

- As applications arrive in our office
 - Applications are monitored and applicants are notified of the deadlines to submit their materials

- After the closing date
 - All the completed applicant files are forwarded to the consultants
 - The consultants begin the review and pre-interview process

- Approximately two to four weeks after the closing date
 - Consultants provide information to the board on all applicants who completed the process
 - Consultants present summary profiles of qualified candidates to the board
 - The board selects the candidates it wants to interview
 - McPherson & Jacobson notifies each applicant not selected for an interview

- Soon after the board selects their candidates
 - Semi-finalist interviews are conducted (if chosen by the board)
 - The board interviews its final candidates
 - The board selects their new superintendent
 - A criminal/financial/credential verification background check is conducted on the selected candidate
 - McPherson & Jacobson's consultants contact each candidate who was interviewed to notify them of their status

Responsibilities of Rescue Union School District and McPherson & Jacobson, L.L.C.

Event	McPherson & Jacobson's Tasks
1 st board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> The consultant guides the board in determining the following items <ul style="list-style-type: none"> ○ Characteristics for the new superintendent ○ The search calendar ○ Compensation parameters ○ Identify the appropriate constituent groups for stakeholder input ○ Advertising venues <input type="checkbox"/> The consultant works with the Point of Contact to compile: <ul style="list-style-type: none"> ○ Information to create the brochure announcing the vacancy ○ The list of names to be invited to the community input meetings
After 1 st meeting	<ul style="list-style-type: none"> <input type="checkbox"/> Application link is posted online <input type="checkbox"/> Brochure announcing the vacancy is created <input type="checkbox"/> Advertising is started <input type="checkbox"/> Vacancy announcements are sent out <input type="checkbox"/> E-mails are sent to applicants registered with McPherson & Jacobson notifying them about the opening <input type="checkbox"/> E-mails are sent to consultants regarding the opening, requesting they invite candidates to apply for the position <input type="checkbox"/> Opening is posted on social media and additional venues
During application period	<ul style="list-style-type: none"> <input type="checkbox"/> Consultants recruit candidates that fit the position <input type="checkbox"/> Monitors applicants and where they are in the application process <input type="checkbox"/> Notifies applicants of the closing date for submitting their materials <input type="checkbox"/> Lead consultant keeps the board up-to-date on the search
Stakeholder meetings are scheduled	<ul style="list-style-type: none"> <input type="checkbox"/> Home Office sends out invitations to the community stakeholder meeting(s) after receiving the information from the consultant and the district
Stakeholder meetings	<ul style="list-style-type: none"> <input type="checkbox"/> Consultants facilitate the stakeholder meetings, recording the input <input type="checkbox"/> An online stakeholder input survey is created, the link is posted on the McPherson & Jacobson website and also provided to the district to post
Stakeholder meetings completed	<ul style="list-style-type: none"> <input type="checkbox"/> Consultant summarizes key themes and gives the results to the district <input type="checkbox"/> Copy of summary is sent to Home Office <input type="checkbox"/> The stakeholder input summary report is created
2 nd board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> Review stakeholder input summary report and provide copies to the district <input type="checkbox"/> The consultant guides the board in determining the following items <ul style="list-style-type: none"> ○ Interview questions ○ Length of contract, moving and interview expenses ○ Spouse/significant other's involvement in interview process ○ District Interview Schedule ○ Candidate Daily Interview Schedule <input type="checkbox"/> Interview questions are sent to Home Office to be formatted
Prior to 3 rd board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> Applicant packets are reviewed by the consultants and reference checks are performed <input type="checkbox"/> Contact candidates on short list and verify their interest in the position <input type="checkbox"/> Meet with stakeholder group chairs to review schedule, procedures and screen questions

Event	McPherson & Jacobson's Tasks
3 rd board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> The consultant facilitates the board's <ul style="list-style-type: none"> o Review of the list of all applicants o Overview of candidates on short list o Selection of finalists o Finalizing of interview dates & schedule o Review of interview questions & procedures o Finalizing candidate & spouse/significant other arrangements <input type="checkbox"/> Contact finalists and schedule interview dates, review schedule, discuss compensation and contractual issues <input type="checkbox"/> Work with Point of Contact to coordinate interviews (transportation, lodging, interview locations, etc.) <input type="checkbox"/> Send Candidate Daily Interview Schedule to each finalist <input type="checkbox"/> Notify the applicants who were not selected to be interviewed
Interviews	<ul style="list-style-type: none"> <input type="checkbox"/> Call Point of Contact after 1st interview to learn how it went <input type="checkbox"/> Call 1st candidate to learn their perspective and how the interview went <input type="checkbox"/> Suggest any possible improvements <input type="checkbox"/> Be available for questions <input type="checkbox"/> Be present at interviews if request is made by school district (additional fee for this service)
Finalist selected and accepted	<ul style="list-style-type: none"> <input type="checkbox"/> Call and make offer to candidate <input type="checkbox"/> Verify acceptance <input type="checkbox"/> Conduct criminal/financial/credential verification check on selected candidate <input type="checkbox"/> Call other finalists <input type="checkbox"/> Sends out letter of congratulations to candidate who was chosen
Phase V	<ul style="list-style-type: none"> <input type="checkbox"/> Facilitate board and superintendent's identification of 2-3 performance objectives and evidence of progress the board will accept <input type="checkbox"/> Consultant reviews superintendent's plan

Rescue Union School District

Event	School District's Tasks
1 st Board Meeting	<ul style="list-style-type: none"> <input type="checkbox"/> Provides consultant with the necessary information to create the brochure; the name of the Point of Contact; and the board member list <input type="checkbox"/> Reviews the brochure
Community meetings are scheduled	<ul style="list-style-type: none"> <input type="checkbox"/> Names and addresses are sent to Home Office for community member stakeholder meeting invitations <input type="checkbox"/> Notifies internal stakeholders of times and locations for stakeholder meetings <input type="checkbox"/> Posts dates, times and locations of meetings and public forum(s) and encourages stakeholder attendance <input type="checkbox"/> Publishes link to online stakeholder input survey
3 rd board meeting	<ul style="list-style-type: none"> <input type="checkbox"/> Board decides if they wish to conduct semi-finalist interviews <input type="checkbox"/> Assist with lodging arrangements and welcome gifts <input type="checkbox"/> Arrange for spouse/significant other tour <input type="checkbox"/> Arrange logistics for stakeholder focus groups
Semi-finalist Interviews	<ul style="list-style-type: none"> <input type="checkbox"/> The board interviews each semi-finalist <input type="checkbox"/> The board determines the finalists to be interviewed
Interviews	<ul style="list-style-type: none"> <input type="checkbox"/> One candidate per day <input type="checkbox"/> Board member greets each candidate upon arrival to district <input type="checkbox"/> Coordinates candidate's meeting with stakeholder focus groups and retrieval of input forms <input type="checkbox"/> Informal interview-social setting <input type="checkbox"/> Formal interview <input type="checkbox"/> Spouse/significant other's visitation is coordinated
Meeting to Select Finalists/ Finalist selected and accepted	<ul style="list-style-type: none"> <input type="checkbox"/> Board members meet and discuss each candidate individually <input type="checkbox"/> Individually rank order candidates <input type="checkbox"/> Read input forms submitted by stakeholder focus groups <input type="checkbox"/> Select minimum of #1 and #2 candidates <input type="checkbox"/> Contact consultant with selection results <input type="checkbox"/> Send interview forms and files to the Home Office <input type="checkbox"/> Board completes an evaluation of the search service provided by McPherson & Jacobson
Phase V	<ul style="list-style-type: none"> <input type="checkbox"/> Superintendent creates plan with target objectives and timelines <input type="checkbox"/> Board adopts plan <input type="checkbox"/> Send copy of plan to Home Office

Investment

The investment for conducting the superintendent search is \$12,900 for Phases I-V.

McPherson & Jacobson is committed to working with the school district until a superintendent is identified and hired. If a second round of candidate selection is necessary, the only cost to the district would be the additional expenses, there is not an additional fee.

Expenses in addition to the consulting fee are: cost of media advertisement selected by the board; office expenses; telephone charges for reference checks; travel and expenses for consultants in district visits; consultants' attendance at the interviews or additional meetings. All expenses will be explained and agreed to prior to the commitment of the search process.

Additional Services:

In addition to the basic services provided, McPherson & Jacobson can provide at no additional charge the following services:

- Assist the board in revising and updating the superintendent's job description.
- Assist the board in developing an effective contract.
- Provide assistance in negotiating the contract with the finalist.
- Schedule an on-site visitation to the finalist's home district.

Stakeholder Involvement

Initial stakeholder input sessions

The consultants will meet with groups identified by the board to solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the characteristics they would like to see the new superintendent possess, and the issues facing the new superintendent. The results of these meetings are summarized by the consultants and presented to the board. The board chooses which groups it would like the consultants to meet with, but the most common groups include central office administrators, building administrators, teachers, classified staff, students, and community and business groups. The consultants will assist the board in choosing which groups it wishes to include. An online survey option will be provided to stakeholders who are unable to attend the scheduled meetings.

Meeting the candidates

A representative group of eight to twelve people will be selected to represent each of the groups identified by the board. The consultants will meet with a chairperson for each group to discuss their roles and responsibilities. The purposes of these groups are two-fold: one, to promote the school district and community to the candidate; and two, to form an impression of each candidate, which they will share with the board. The consultants will coach each group on how to conduct the meeting with each candidate and what questions they can or cannot ask. The consultants will also provide the chairpersons with a form in which, using group consensus, they will record their impressions of each candidate. The forms will be sealed in an envelope after meeting with each candidate and turned in to the district contact person. Upon completing the interview process with all candidates, the board will receive and open the forms from each group.

Process for Obtaining Staff Input

The consultants will meet with central office administrators, building administrators, teachers, classified staff, and students, to solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the characteristics they would like to see the new superintendent possess, and the issues facing the new superintendent. The results of these meetings are summarized by the consultants and presented to the board.

Our normal protocol is to host meetings for the teachers and classified staff in the afternoon, right after school dismissal to give the maximum opportunity for the staff to participate. Central office and building administrator meetings are scheduled at multiple locations to maximize the opportunities for their input.

Process for Obtaining Parent and Community Input

The consultants will meet with parents and community stakeholders, to solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the characteristics they would like to see the new superintendent possess, and the issues facing the new superintendent. The results of these meetings are summarized by the consultants and presented to the board.

Our normal protocol is to host meetings for the parents and community stakeholders in the evenings at multiple locations to allow as many stakeholders as possible to give their input.

McPherson & Jacobson will also allow stakeholders to submit their input online.

***California Searches Conducted by
McPherson & Jacobson, L.L.C.***

Alisal Union School District

1205 E. Market St.
Salinas, CA 93905
School Phone: 831-753-5700
Search Year: 2015/16
Enrollment: 9,000

Alpine Union School District

1323 Administration Way
Alpine, CA 91901
School Phone: 707-747-8300
Search Year: 2015/16
Enrollment: 1,700

Benicia Unified School District

350 East K St.
Benicia CA 94510
School Phone: 707-747-8300
Search Year: 2014/15
Enrollment: 5,000

Brawley Elementary School District

261 D Street
Brawley, CA 92227
School Phone: 760-344-2330
Search Year: 2015/16
Enrollment: 4,000

Cold Spring School District

2243 Sycamore Canyon Rd
Santa Barbara CA 93108
School Phone: 805-969-2678
Search Year: 2016/17
Enrollment: 175

Conejo Valley Unified School District

1400 E. Janss Rd
Thousand Oaks CA 91362
School Phone: 805-497-9511
Search Year: 2014/15
Enrollment: 19,500

El Monte Union High School District

3537 Johnson Ave
El Monte CA 91731
School Phone: 626-444-9055
Search Year: 2014/15
Enrollment: 9,500

Elk Grove Unified School District

9510 Elk Grove-Florin Rd.
Elk Grove CA 95624
School Phone: 916-686-5085
Search Year: 2014/15
Enrollment: 62,000

Fallbrook Union High School District

2234 South Stagecoach Lane
Fallbrook CA 92028
School Phone: 760-723-6332
Search Year: 2013/14
Enrollment: 2,600

Fort Sage Unified School District

100 D.S. Hall St
PO Box 35
Herlong CA 96113
School Phone: 530-827-2129
Search Year: 2016/17
Enrollment: 180

Glendale Unified School District

223 North Jackson St.
Glendale CA 91206
School Phone: 818-241-3111
Search Year: 2014/15
Enrollment: 26,200

Gustine Unified School District

1500 Meredith Ave.
Gustine CA 95322
School Phone: 209-854-3784
Search Year: 2014/15
Enrollment: 1,830

Hemet Unified School District

1791 W. Acacia Ave.
Hemet, CA 92545
School Phone: 951-765-5100
Search Year: 2015/16
Enrollment: 21,000

Johnstonville Elementary School District

704-795 Bangham Lane
Susanville, CA 96130
School Phone: 530-257-2471
Search Year: 2015/16
Enrollment: 205

Lakeside Union School District

14535 Old River Road
Bakersfield CA 93311
School Phone: 661-836-6658
Search Year: 2014/15
Enrollment: 1,310

New Haven Unified School District

34200 Alvarado-Niles Rd
Union City CA 94587
School Phone: 510-471-1100
Search Year: 2016/17
Enrollment: 12,148

Newcastle Elementary School District

450 Main St.
PO Box 1028
Newcastle CA 95658
School Phone: 916-259-2832
Search Year: 2014/15
Enrollment: 796

Old Adobe Union School District

845 Crinella Dr.
Petaluma CA 94954
School Phone: 707-695-6633
Search Year: 2013/14
Enrollment: 1,700

Oxnard Union High School District

39 S K St.
Oxnard CA 93030
School Phone: 805-385-2500
Search Year: 2015/16
Enrollment: 16,500

Paso Robles Joint Unified School District

800 Niblick Rd
PO Box 7010
Paso Robles CA 93446
School Phone: 805-769-1000
Search Year: 2013/14
Enrollment: 6,500

Penn Valley Union Elementary School District

14806 Pleasant Valley Rd.
Penn Valley CA 95946
School Phone: 530-432-7311
Search Year: 2014/15
Enrollment: 700

Pleasanton Unified School District

4665 Bernal Ave.
Pleasanton CA 94566
School Phone: 925-462-5500
Search Year: 2015/16
Enrollment: 14,800

Pollock Pines Elementary School District

2701 Amber Trail
Pollock Pines CA 95726
School Phone: 530-644-5416
Search Year: 2015/16
Enrollment: 800

Red Bluff Joint Union High School District

1260 Union St.
Red Bluff CA 96080
School Phone: 530-529-8710
Search Year: 2013/14
Enrollment: 1,622

Richland School District

331 N. Shafter Ave.
Shafter, CA 93263
School Phone: 661-746-8600
Search Year: 2015/16
Enrollment: 3,504

Soledad Unified School District

1261 Metz Rd.
Soledad, CA 93960
School phone: 831-678-0786
Search Year: 2016/17
Enrollment: 4,800

Sausalito Marin City School District

200 Phillips Drive
Marin City CA 94965
School Phone: 415-332-3190
Search Year: 2015/16
Enrollment: 524

Winship-Robbins Elementary School District

4305 S Meridian Rd
Meridian CA 95957
School Phone: 530-696-2451
Search Year: 2013/14
Enrollment: 200

California Consultants

Mrs. Janice Adams
Retired Superintendent
Benicia, California

Ms. Aida Buelna-Valenzuela
Retired Superintendent
Woodland, California

Mr. Robert Challinor
Retired Superintendent
Victorville, California

Mr. Robert Ferguson
Retired Superintendent
Napa, California

Dr. Donald Helms
Retired Superintendent
Placerville, California

Dr. Molly Helms
Retired Superintendent
Placerville, California

Mr. William Huyett
Retired Superintendent
Lodi, California

Mr. Benjamin Johnson, II
Board Member
Riverside, California

Dr. Steven Lowder
Retired Superintendent
Stockton, California

Mr. Dennis Murray
Retired Superintendent
Murrieta, California

Mr. John Pruitt, Jr.
Former Board Member
Chino, California

Mr. Edward Velasquez
Retired Superintendent
Chino, California

Ms. Teri Vigil
Board Member
Falls River Joint Unified School Dist.
McArthur, California

Dr. Thomas Jacobson, CEO/Owner
McPherson & Jacobson, L.L.C.
Omaha, Nebraska

Dr. Steve Joel, National Recruiter
Superintendent
Lincoln, Nebraska

Transparency—The McPherson & Jacobson Difference

One of the hallmarks of McPherson & Jacobson, L.L.C. is the belief that the search for a public executive should be conducted with as much transparency as possible. We have designed a process, which keeps the board in complete control of the search, while inviting various stakeholder groups to provide input and become meaningfully involved in the process. The openness of the process has not gone unnoticed. The following article discusses McPherson & Jacobson’s stakeholder involvement.

Report details what community members want in new Elk Grove district superintendent

Residents, teachers and students in the Elk Grove Unified School District are all looking for the same characteristics in a new superintendent, according to report from McPherson & Jacobson LLC, an executive search firm hired by the district.

They want someone who is collaborative, culturally competent, approachable, has integrity and strong communication skills and is visible at schools. They also want someone who can lobby for legislation, policy and resources at the state and federal level, according to the report.

...

The report, compiled from more than 20 meetings with community members and stakeholders, was distributed to board members and others at a school board workshop Wednesday afternoon.

“It’s a good process – to get a feel for the community, employees and students,” said board President Priscilla Cox.

The report also says that stakeholders are in sync about issues at the district that they would like a new superintendent to know about. They list the achievement gap at the top of their list of concerns, as well as institutional racism and equity in the distribution of resources between schools.

They want the new superintendent to know that there is a split on the school board that makes it difficult for staff to work with trustees and that there is a need to re-establish trust between the administration and staff, according to the report.

The report will be used to help select a superintendent and will be distributed to the candidates so they can understand the community’s needs, said Bob Ferguson, a consultant for McPherson and Jacobson LLC. The new superintendent also will receive a copy as a guide to taking the helm of the district.

The process is very effective, said William Huyett, a consultant for McPherson and Jacobson. By the third or fourth meeting, common themes began to emerge.

“It’s a healthy thing to talk to your stakeholders and to find out what the issues are,” Huyett said.

The school board adjourned to a closed session with the expectation that it would identify finalists for interviews that will begin Friday.

...

The entire board will conduct formal interviews of candidates in closed sessions. Interviews could continue Monday if the board selects more than four finalists. Representatives of employee, district and community organizations have also been selected to participate in the interviews.

**Taken in part from Lambert, Diana, *Sacramento Bee*,
Wednesday, Sep. 3, 2014 - 9:30 pm**

What Board Members Say About the Service of McPherson & Jacobson, L.L.C.

BOARD OF EDUCATION

Betsy Connolly, D.V.M., President
Pat Phelps, Vice President
Mike Dunn, Clerk
Peggy Buckles, Member
John Andersen, Member

SUPERINTENDENT

Jeffrey L. Baarstad, Ph.D.



June 3, 2015

To Whom It May Concern:

We have just completed a successful search for our new superintendent with the able assistance of Anita Johnson and Ed Velasquez, our consultants from the search firm McPherson & Jacobson, LLC.

The entire process was handled in a highly professional manner. Every question was answered, every concern addressed. Rather than following a scripted process, the board remained in control of the style and substance of the search but without the burden of its execution. As board president, I worked closely with our consultants and came to depend on them for insight and advice. Their experience, with the search process and with the issues faced by education agencies was invaluable.

We were on a tight timeline and, like many board members, I have a demanding schedule outside of my school board responsibilities. Anita and Ed were available to me in the evening and on weekends when questions and conflicts arose. They did the detail work and planning so that we didn't have to. The level of support and encouragement provided was extraordinary. I cannot imagine doing a search without them.

The number and quality of the applicants was reassuring to the board and spoke to the success of the initial planning process and the skillful execution of our plan. I believe that our consultants represented us enthusiastically to potential candidates, thus helping to develop a high quality candidate pool. Our board constructed a rigorous candidate assessment that no doubt placed additional burdens on our consultants. They didn't waiver or complain. During our post interview discussion of the applicants, our consultants provided insight and guidance without attempting to influence the final outcome. Honestly, with such a difficult and important decision, it was critical to have their advice and support.

That support didn't stop with the selection of a finalist. Anita kept in touch with me, and with our selected candidate, as we worked through the contract development and public announcement process. It is for these reasons, and many more, that I give our consultants and their firm, my enthusiastic endorsement.



Betsy Connolly DVM

June 3, 2014

To Whom It May Concern:

I am writing this letter on behalf of Drs. Don and Molly Helms. We recently hired them through your firm to aide us in our search for a superintendent for the Winship-Robbins Elementary School District. The search started in mid March and concluded in late April with the successful hiring of Dr. Laurie Goodman.

Throughout the process Don and Molly Helms were professional, well informed, and organized. What started out as a seemingly daunting task proved to be efficient, manageable, and rather exhilarating. We felt the list of questions thoroughly covered our needs and the timeline was smooth. The advertising certainly attracted more applicants than we would have been able to accomplish on our own. Don and Molly also recruited which brought in one particularly good candidate. Their screening of applicants streamlined our job. We felt confident with their guidance and appreciated their commitment to helping us achieve our important goal.

We look forward to the new school year with the confidence that comes from feeling we have hired the right superintendent to serve the needs of our entire school community. Our sincere thanks go to Don and Molly for their valuable contribution.

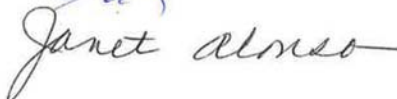
Sincerely,

Winship-Robbins Elementary School Board

Hassan Mohsen, President



Janet Alonso, Clerk



Applicant Diversity

While McPherson & Jacobson does not represent candidates, we keep a data bank of quality candidates. Once a board identifies the characteristics it desires in its new superintendent, the consultants from McPherson & Jacobson, L.L.C. will identify and aggressively recruit, on a national level, candidates who match the board's identified criteria.

Over 25 percent of McPherson & Jacobson consultants are minorities or female. We use our consultant network to track the careers of successful administrators. We also work closely with universities, colleges, and professional organizations that represent and promote minority and female applicants.

McPherson & Jacobson has placed numerous minority/female candidates; our most recent placements are listed below:

<u>Search Year</u>	<u>School District/Entity</u>	<u>Person Placed</u>
2015-2016	Alisal Union School District, CA	Dr. Hector Rico
2015-2016	Johnstonville Elem. School Dist., CA	Dr. Melanie Spears
2015-2016	East Dubuque School District, IL	Mrs. Tori Lindeman
2015-2016	Hemet Unified School District, CA	Ms. Christi Barrett
2015-2016	Ottumwa CSD, IA	Ms. Nichole Koolker
2015-2016	Rapid City Area School District, SD	Dr. Lori Simon
2015-2016	Francis Howell School District Saint Charles, MO	Dr. Mary Hendricks-Harris
2015-2016	Glendale Unified School District, CA	Mr. Winfred Roberson
2015-2016	Grand Island Public Schools, NE	Dr. Tawana Grover
2015-2016	Othello School District No. 147, WA	Dr. Kenneth Hurst
2014-2015	Penn Valley Union Elementary School District, CA	Dr. Torie England
2014-2015	Newcastle Elem. School District, CA	Ms. Denny Rush
2014-2015	Seattle Public Schools, WA (Director of Enrollment Planning)	Ms. Ashley Davies
2014-2015	Caney Valley USD 436, KS	Mr. Blake Vargas
2014-2015	Birmingham City Schools, AL	Dr. Kelley Gacutan
2014-2015	Cherokee Community School Dist., IA	Ms. Kimberly Lingenfelter
2014-2015	Chief Leschi Schools, Puyallup, WA	Dr. Amy Eveskcige
2014-2015	Colts Neck Township Schools, NJ	Ms. Mary Jane Garibay
2014-2015	Conejo Valley Unified School District Thousand Oaks, CA	Dr. Ann Bonitatibus
2014-2015	El Monte Union High School Dist., CA	Dr. Irella Perez
2014-2015	Gustine Unified School District, CA	Mr. William Morones
2014-2015	Hot Springs School District, AR	Mr. Mike Hernandez
2014-2015	San Juan Island School District Friday Harbor, WA	Dr. Danna Diaz
2014-2015	Sunnyside Unified School District Tucson, AZ	Mr. Steven Holmes
2014-2015	Unity Charter School, Morristown, NJ	Ms. Connie Sanchez

2014-2015	Watson Chapel School District Pine Bluff, AR	Dr. Connie Hathorn
2013-2014	Arkansas Arts Academy(Benton County School of Arts), AR	Mrs. Mary Ley
2013-2014	Caddo Parish Public Schools Shreveport, LA	Dr. Theodis Lamar Goree
2013-2014	Fallbrook Union High School District, CA	Dr. Hugo Pedroza
2013-2014	Gardner Public Schools, MA	Ms. Denise Clemons
2013-2014	Hermitage School District, AR	Dr. Tracy Tucker
2013-2014	Mary M. Knight School Dist., WA	Dr. Ellen Perconti
2013-2014	Winship-Robbins Elem. Schools, CA	Dr. Laurie Goodman
2013-2014	Valley Springs School Dist., AR	Ms. Judy Green
2012-2013	Clarke Comm. School District, IA	Ms. Bonita Gonzales
2012-2013	Eatonville School District, WA	Ms. Krestin Bahr
2012-2013	Galena Unit School District #120, IL	Dr. Sharon Olds
2012-2013	Goshen County School District Torrington, WY	Ms. Jean Chrostoski
2012-2013	Hot Springs School District, SD	Mrs. Danielle Root
2012-2013	Ladue Schools, St. Louis, MO	Dr. Donna Jahnke
2012-2013	Laguna Dept. of Education, NM	Mr. Emmanuel "David" Atencio
2012-2013	Little Rock School District, AR	Dr. Dexter Suggs
2012-2013	McCleary School District, WA	Ms. Tita Mallory
2012-2013	Santa Fe Indian School, NM	Mr. Roy Herrera
2012-2013	Texarkana School District, AR	Mrs. Becky Kesler
2011-2012	Bainville School, MT	Mrs. Renee Rasmussen
2011-2012	Duval County Public Schools Jacksonville, FL	Mr. Nikolai Vitti
2011-2012	Jenks Public Schools, OK	Ms. Stacey Butterfield
2011-2012	Magnet Schools of America, DC (Executive Director)	Mr. Scott Thomas
2011-2012	North Kitsap School Dist., Poulsbo, WA	Ms. Patrice Page
2011-2012	Polson School District, MT	Dr. Linda Reksten
2011-2012	Reynolds School District, Fairview, OR	Mrs. Linda Florence
2011-2012	Skykomish School District, WA	Ms. Edwina Hargrave



Rescue Union School District Superintendent Search Proposal



HYA Executive Search
Hazard, Young, Attea & Associates



February 24, 2017

Ms. Nancy Brownell, Board President
Rescue Union School District
2390 Bass Lake Road
Rescue, CA 95672

Dear Members of the Rescue Union School District Board of Education:

Thank you for the opportunity to present this overview of the services that Hazard, Young, Attea & Associates, (HYA) can provide to the Rescue Union School District (RUSD) in your search for a new Superintendent. Why is HYA exceptional amongst educational search firms? We believe it is due to the following factors:

NATIONAL REACH – LOCAL KNOWLEDGE: We have conducted over 1200 searches and are represented by our network of associates across the country. We have also conducted searches for more than half of the member districts of the Council of Great City Schools and 47 of the 100 largest districts in the country.

THE BOARD PORTAL: Communication and organization are critical to successful searches. Our web-based delivery system gives the Board anytime, anywhere access to all documents regarding the search. Whether through a tablet, smart phone, laptop or desktop computer, the Board and the search Associates have confidential access to all information associated with the search in an organized, transparent, and timely manner.

RESEARCH BASED COMMUNITY ENGAGEMENT: HYA's community engagement process and online survey employ research-based approaches to identifying the goals, needs, and priorities of the school system along with the desired characteristics of its next leader. The survey was developed based on research on effective leadership.

MORE THAN A BACKGROUND CHECK – EXECUTIVE DUE DILIGENCE: HYA's comprehensive and expanded background checks are completed by independent third-party investigators and include an executive summary allowing for an analysis of findings, not simply dozens of articles and documents for Board members to read.

The following is our technical proposal. Additionally, the brochure entitled, HYA Signature Search Process, defines a prototypical search, but please know that HYA customizes each search to the District's and Board's specific needs and wishes.

Sincerely,

Dr. Carolyn McKennan, West Coast Regional President
Hazard, Young, Attea & Associates
HYA Executive Search Division of ECRA Group, Inc.

INTRODUCTION

Hazard, Young, Attea and Associates, (HYA) Proposes to conduct a national search for talented and highly qualified candidates for the position of Superintendent of Schools for Rescue Union School District (hereinafter referred to as RUSD).

Information on our firm and the search process are detailed under separate cover titled *HYA Signature Search Process*. This document serves to clearly outline the specific services, deliverables and costs proposed for Rescue Union School District.

SCOPE OF SERVICES

Full descriptions of each phase in our search process are available in our *HYA Signature Search Process* brochure. HYA shall provide the following services and deliverables.



Engage Phase

- Conduct a Planning Meeting with the Board and provide a summary of said meeting which will detail the timeline and steps of the search process and decisions made by the board;
- Survey community constituents electronically and provide a report of findings;
- Provide for up to four individual consultant days for interviews, focus groups, and/or town hall meetings to gather in-person input from constituent groups as decided by the board; additional days are billed at \$1000/day;
- Present a *Leadership Profile Report* to the Board, and propose *Desired Characteristics* based on the data from the survey, interviews with district and community representatives and other material made available to the associates;



Recruit Phase

- Prepare and place advertisements as selected and paid for by the Board;
- Recruit and contact candidates utilizing national networks;
- Correspond with candidates regarding the search process, timeline, *Leadership Profile Report* and *Desired Characteristics*;
- Interview candidates;
- Conduct reference checks;
- Identify best qualified candidates;
- Prepare application materials of selected slate of candidates for Board consideration;



Select Phase

- Present a slate of candidates, the number of candidates to be determined by the Board with a recommendation from HYA;
- Conduct the Interview Workshop and provide materials and protocol to ensure informative effective Board interviews;
- Schedule interviews for the Board with selected semi-finalists and finalists;
- Facilitate Board discussion to narrow candidate pool after each round of interviews;
- Coordinate and provide third party, independent investigative background check(s) of candidates as selected and paid for by the Board;



Transition Phase

- Communicate with all unsuccessful candidates at the close of the search and the appointment of the new Superintendent;
- Hold a debriefing meeting with the new Superintendent and Board regarding information learned throughout the search process;
- Offer other transition services to be considered by the Board and if desired, paid for by the Board.

FEES

In consideration for Services, the District will pay to ECRA/Hazard, Young, Attea and Associates:

- A. Consulting Fee for the search in the amount of \$18,500. This fee is due in three installments
 - 50% will be invoiced upon execution of the contract/agreement
 - 25% will be invoiced upon presentation of the Leadership Profile Report
 - 25% will be invoiced upon presentation of the slate
- B. Based on past experience, HYA has designed advertising packages to maximize exposure for the vacancy. The Board will choose the package that best suits their needs. The cost ranges from \$1950 - \$5000. See Appendix A in the HYA Signature Search Process for additional details.
- C. Background checks/Executive Due Diligence Services as selected by the Board. The cost ranges from \$1105 - \$1950 per candidate. See Appendix B of the HYA Signature Search Process brochure for investigative procedures and options.
- D. Printing and Postage; HYA is a green corporation whereby all documents related to the search will be provided via a Board portal. If the Board wishes to have hard copies, 5% of the Consulting Fee will be added to the agreement as an additional fee to cover the costs associated with printing, binding and shipping all materials.
- E. The Community and Leadership Profile Survey is offered in English and Spanish. If the district wishes to offer the survey in additional languages, the fee is \$315 per language. Please allow up to two weeks for translation.

Reimbursable Expenses

Expenses related to travel of the candidates and consultants will be borne by the Board. HYA directs its associates and candidates to utilize the United States General Service Administration (GSA) guidelines (<http://www.gsa.gov>) for business travel in their given area. Mileage reimbursement is based on current IRS guidelines.

Optional Transition Services

The transition Phase consists of assisting the Board and new Superintendent to assure a successful transition. HYA associates will meet with the new Superintendent and Board leadership regarding the information learned throughout the search process. In particular, the *Community and Leadership Profile Survey Report*. HYA offers additional Transition Services, please see appendix C of *HYA Signature Search Process* brochure for a listing of transition services.

- \$3000 Board Governance Workshop
- \$5000 Board Goal Setting and Superintendent Evaluation
- \$15,000 Comprehensive First Year Support (includes Governance Workshop and Board Goal Setting and Superintendent Evaluation)

Other transition services quoted based on student population.

THE SEARCH TEAM

HYA assigns an individual management team to each executive search that it conducts. Upon the concurrence of the Board, HYA proposes the following search team for RUSD.

HYA Associate	Cell Phone	Email
Diane Siri (lead associate)	831-728-8485	iris1996@aol.com
Jacqueline Horejs	408-778-0766	horejsjacki@gmail.com

Executive oversight for each search is provided by the regional president,
Name: Carolyn McKennan Contact: 831-295-0982; carolynmckennan@ecragroup.com

The Director of Operations, Therese Meyer, serves as project manager and can be reached at 847-318-0072 and theresemeyer@ecragroup.com

GUARANTEES

Fixed Price

Throughout the search process the consultants will be available to counsel with the Board about the search. The consultants will assist the Board until the Board determines it has found the appropriate candidate for the position.

Non-Solicitation of Selected Candidate

The Superintendent appointed with HYA's assistance will not be presented to another Board as a candidate if it would result in the Superintendent leaving the District within five (5) years of employment unless the Board provides written authorization to HYA that they may do so.

Two-Year Window

If the Superintendent departs from the position during the first year under any circumstances or within two (2) years if a majority of the Board is still in place, HYA will conduct a new search for the Board for no additional consulting fee.

Price Match

HYA will agree to match the price of any competitive bid as long as the bid is for a comparable level of services and support (both time and process).

REFERENCES

HYA's reputation for effectiveness and integrity is extremely important. The following references were chosen because the board worked with the HYA consultant(s) being proposed for the search or because the district has a similar demographic profile to the district. The reference contact information includes the Board President of the District. In addition to the references listed below, a list of searches our firm has completed in California is attached.

District Name and State	Reference Name	Contact Information
Campbell Union HSD	Linda Goytia	408.230.7414
Gravenstein Union School District	Jim Horn	707.823.1052
Saratoga Union School District	Arati Nagaraj	408.656.9137
Union Elementary School District	Sheila Billings	408.888.3268
Walnut Creek School District	Katie Peña	925.287.0494

DIANE KRAMER SIRI

EDUCATION

Ed.D	Columbia University	1996
M.A	San Jose State University	1976
B.A.	University of California Los Angeles	1968

PROFESSIONAL EXPERIENCE

2015-Present	Associate, Hazard, Young, Attea & Associate, IL
2006-Present	Education-Project Director and Policy Consultant Project Director-STEMCAP Project Director- CFTL and CAPP Executive Director- ARCHES
1990 - 2006	County Superintendent of Schools Santa Cruz County Office of Education
2006 - 2009	National Baldrige Judge- Secretary of Commerce Appointee National Institute of Science and Technology
1990 - 2002	Adjunct Professor, Education Policy, Santa Clara University
1988 - 1991	Lecturer
1999 - 2006	School of Education, San Jose State University
1984 - 1990	Assistant Superintendent, Educational Services
1983 - 1984	Founding Director, Institute of Computer Technology, Sunnyvale, CA
1975 - 1983	Principal, Watsonville and Renaissance High Schools, Pajaro Valley USD, CA
1969 - 1975	Mathematics Teacher – Pre Algebra to Calculus, Campbell Union High School District & Berryessa Union

AFFILIATIONS AND COMMUNITY PARTICIPATION

Monterey Bay Aquarium, Board Member and Chair Programs and Exhibits 1995-2008; Pacific Collegiate Charter School Founders Award 2006 (US News and WR- Top 5 Schools in US); Superintendent's California P-16 Council, Member 2004-current; Center for the Future of Teaching and Learning, Project Director 2006-present; Founding Co-Director, Alliance for Regional Collaboration to Heighten Educational Success 2006; California Center for Baldrige in Education, Founder and Executive Board, 2001-2006; Monterey Bay Educational Consortium, MBEC, Founding Member and Chair, 1996-2006; SCCELCA, Santa Cruz County Educational Leadership Consortium Acad., Co-Founder, 1995-2000; Chair, State Interagency Committee, California Association of County Superintendents; President, United Way Board of Directors, 1993-1995; Rotary Club of Santa Cruz County, Paul Harris Fellow; President, Association of California School Administrators, Santa Cruz Chapter; Board of Directors, State Fiscal Crisis and Management Assistance (FCMAT), 1996-2002; S.C. Public Schools Foundation Executive Board, 1990-1997; Dominican Hospital Board of Directors Past President, 1993-Present; Cultural Council Executive Board, 1990-1997; Board of Directors, Bay Federal Credit Union, Past President 1997-present; Goodwill Board of Directors, 1991-1993; Co-Chair and Co-Founder, Santa Cruz County Children's Network, 1990-1998; Greater Santa Cruz Community Foundation, Public/Private Leadership Committee; Court Appointed Special Advocates Founding Board of Directors; Phi Delta Kappa, Member, 25 Years Award; Association of California School Administrators Superintendents Symposium 2004, Chair.

JACQUELINE M. HOREJS, ED. D.

EDUCATION

Ed.D.	University of Southern California	1996
M.A.	San Jose State University	1991
B.A.	University of Illinois	1971

PROFESSIONAL EXPERIENCE

2016 –	Associate, Hazard, Young, Attea & Associates
2016 –	Educational Consultant
2006 – 2015	Superintendent, Union School District, CA
2001 – 2006	Assistant Superintendent Educational Services, Gilroy Unified School District, CA
1999 – 2001	Director, Educational Services, Santa Clara County Office of Education, CA
1998 – 1999	Administrator, Standards and Assessment, Santa Clara County Office of Education, CA
1994 – 1998	Principal, Payne Elementary School, Moreland School District, CA
1993 – 1994	Assistant Principal, Rogers Middle School, Moreland School District, CA
1990 – 1993	Assistant Principal, Gilroy High School, Gilroy Unified School District, CA
1986 – 1990	Teacher on Special Assignment, Gilroy High School, CA
1976 – 1986	Teacher, Gilroy High School, CA
1974 – 1976	Teacher, New Fairfield, CT
1973 – 1974	Teacher, Danbury, CT
1971 – 1973	Teacher, Rantoul, IL

CAROLYN MCKENNAN

EDUCATION

Ed.D.	University of Southern California
M.S.	Montana State University, Billings
B.S.	Montana State University, Billings

PROFESSIONAL EXPERIENCE

2013-Present	President, West Coast Region, Hazard, Young, Attea & Associates
2003-2013	Senior Associate, Hazard, Young, Attea & Associates, Ltd. (IL)
2008-2010	Coach, School Administrators, Pivot Learning Partners (Springboard Schools)
2005-2012	Member Services Representative, Association California School Administrators
1996-2005	Superintendent of Schools, Morgan Hill Unified School District (CA)
1990-1996	Superintendent of Schools, Soquel Union Elementary School District (CA)
1989-1990	Assistant Superintendent Instructional Services, San Luis Coastal Unified School District (CA)
1988-1989	Associate Superintendent Administration and Instructional Services Sunnyvale Elementary School District (CA)
1987-1988	Acting Superintendent, Sunnyvale Elementary School District (CA)
1986-1987	Associate Superintendent Curriculum and Instruction, Sunnyvale Elementary School District (CA)
1985-1986	Executive Director Curriculum and Instruction, Billings Public Schools (MT)
1973-1985	Principal, Billings Public Schools (MT)
1967-1972	Teacher, Billings (MT)

CURRENT/PAST CIVIC/PROFESSIONAL ACTIVITIES

Morgan Hill Rotary Club, member, 1996-2005, Paul Harris Fellow
Board of Directors, Cultural Council of Santa Cruz County, 1993-1996
Capitola Chamber of Commerce, member, 1994-1995
Board of Directors, Wharf-to-Wharf Race Committee, 1995-present
Board of Directors, Sunnyvale Chamber of Commerce, 1987-1989
Board of Directors, Leadership Sunnyvale, Vice president, 1987-1989
Committee for Business and Education Together, Sunnyvale, CA, 1987-1989

PROFESSIONAL AFFILIATIONS

President, Superintendents Council, Association of California School Administrators, 2002-2005
President, California City School Superintendents Association, 2000-2001, Secretary 1999-2000
Association of California School Administrators Curriculum Management Audit Committee Governance Council, member, 1997-2003
Chairperson, Mentor New Superintendent's Workshop, Association of California School Administrators, Program, 1993-1994
President, Santa Cruz County Administrative Women in Education, 1992-1994
Vice President, Legislative Action, Santa Cruz Chapter, Association of California School Administrators, 1992-1994
American Association of School Administrators
Association for Supervision and Curriculum Development
Phi Delta Kappa

HONORS

Elected President, Association of California School Administrators Superintendency Council, 2002-2005
CA School Boards Association, Superintendent's Advisory Council, appointed representative, 2003-2005
Association of CA School Administrators, elected representative, Region 8 Superintendency Committee
Association of School Administrators Legislative Policy Committee, 1997-1998
American Association of School Administrators, California Delegate
Northern California Superintendents, 1996-present, by invitation only
Association of CA School Administrators, elected representative, Region 10, Superintendency Committee, 1995-1998
Regional Merit Award, South Bay School Leadership Center California School Leadership Academy, 1993
Senior Level Traineeship, Montana State University, 1967

California Searches Conducted by Hazard, Young, Attea & Associates

School District	Position
Acalanes Union HSD	Superintendent
Alvord USD	Superintendent
Antioch SD	Superintendent
Baldwin Park USD	Superintendent
Bassett USD	Deputy Superintendent
Belmont-Redwood Shores SD	Superintendent
Beverly Hills Schools	Chief Human Resources Officer
Beverly Hills Schools	Executive Director - Special Education
Beverly Hills Schools	Superintendent
Brisbane SD	Superintendent
*Burlingame ESD	Superintendent
Campbell Union HSD	Superintendent
Capistrano USD	Superintendent
Carlsbad USD	Superintendent
Castro Valley USD	Superintendent
Centinela Valley UHSD	Superintendent
Coachella Valley USD	Superintendent
Compton USD	Superintendent
*Cupertino USD	Superintendent
Downey Unified Schools	Superintendent
East Side Union HSD	Superintendent
Eureka SD (Granite Bay)	Superintendent
Fremont Union High School District	Superintendent
Fremont Unified School District	Superintendent
Fresno USD	Superintendent
Galt HSD	Superintendent
Gilroy USD	Superintendent
Gilroy USD	Asst. Superintendent - HR
Gilroy USD	Asst. Superintendent - Ed Services
Gravenstein Union SD	Superintendent/Principal
Hillsborough City School District	Superintendent
Laguna Beach USD	Superintendent
La Mesa Spring Valley SD	Asst. Superintendent - Business Services
Las Lomas ESD	Superintendent
Leadership Public Schools	Chief Executive Officer
Leadership Public Schools	Chief Academic Officer
Loomis USD	Superintendent
Los Altos SD	Superintendent
Los Angeles County High School for the Arts	Principal
Los Angeles County Office of Education	Asst. Superintendent - HR
Los Angeles County Office of Education	Deputy Superintendent
Los Angeles County Office of Education	Asst. Superintendent - HR
Los Angeles Unified School District	Deputy Superintendent - Instruction
Los Angeles Unified School District	Superintendent
Manhattan Beach USD	Superintendent
Mill Valley Schools	Superintendent

California Searches Conducted by Hazard, Young, Attea & Associates

School District	Position
Mountain View	Superintendent
	Deputy Chief, Facilities – Facilities Planning and Management
*Oakland USD	Superintendent
Ocean View School District	Superintendent
Orinda Union SD	Superintendent
Pajaro Valley USD	Deputy Superintendent
*Palo Alto USD	Superintendent
Piedmont USD	Superintendent
Pleasanton USD	Superintendent
Portola Valley SD	Superintendent
Ravenswood City School District	Superintendent
Redwood City Schools	Superintendent
Reed SD	Superintendent
Riverside USD	Superintendent
*Ross SD	Superintendent
*Ross Valley SD	Superintendent
Rowland USD	Superintendent
Saddleback Valley USD	Superintendent
San Carlos	Interim Supt/ Supt
*San Diego City SD	Superintendent
San Diego City, Office of Education	Superintendent
San Francisco USD	Superintendent
San Leandro USD	Superintendent
San Mateo County Office of Education	Asst. Superintendent - Special Ed
San Mateo HSD	Superintendent
San Mateo-Foster City School District	Superintendent
*Santa Ana Schools	Superintendent
*Santa Barbara SD	Superintendent
*Santa Clara County Office of Education	Chief Academic Officer
Santa Monica - Malibu USD	Superintendent
Saratoga ESD	Superintendent
Saugus Union SD	Superintendent
Sausalito Marin City SD	Superintendent
*Sequoia Union HSD	High School Principal
Sequoia Union HSD	Superintendent
Sonoma Valley USD	High School Principal
Soquel Union ESD	Superintendent
South San Francisco USD	Superintendent
Southwestern Community College	President
Stockton USD	Superintendent
Sweetwater Union HSD	Superintendent
Tamalpais UHSD	Asst. Superintendents - Ed Services
Tamalpais UHSD	Asst. Superintendents - HR
Tamalpais UHSD	Superintendent
Tustin USD	Superintendent
Union Elementary School District	Superintendent

California Searches Conducted by Hazard, Young, Attea & Associates

School District	Position
Vallejo City Schools	Superintendent
Vista USD	Superintendent
Walnut Creek SD	Superintendent
West Contra Costa USD	Superintendent
Woodside Elementary SD	Superintendent

** Denotes multiple searches*

HYA looks forward to the possibility of working with the Board and assisting with the selection of a new leader. Please contact HYA at 847-318-0072 or at hya@ecragroup.com with questions or requests for additional information.

ECRA Group, Inc.

1475 E. Woodfield Rd., 14th Floor
Schaumburg, IL 60173
(847) 318-0072

East Coast Regional office

Jersey City, NJ

West Coast Regional office

Palo Alto, CA

WWW.ECRAGROUP.COM



HYA Signature Search Process



HYA Executive Search
Hazard, Young, Attea & Associates

The HYA Difference

National Reach – Local Focus

Established in 1987, Hazard, Young, Attea & Associates (HYA) is one of the oldest and largest search firms having assisted more than 1000 school boards select exceptionally talented leadership in school systems across the nation, large and small, urban and rural. HYA's reputation and experience make it one of the preeminent school search firms in the nation and a standard which others often emulate. HYA Associates are located across the country to conveniently serve clients and are thus uniquely qualified to bring local - as well as national - perspectives, knowledge, experience, and connections to each search.

The Board Portal

Communication and organization are critical to successful searches. Our web-based delivery system gives the Board anytime, anywhere access to all documents regarding the search. Whether through a tablet, smart phone, laptop or desktop computer, the Board and the search Associates have confidential access to all information associated with the search in an organized, transparent, and timely manner.

Executive Oversight

Every HYA search has executive oversight by a Regional President, and HYA's Director of Operations serves as project manager to ensure all details are carefully managed. HYA has professionally staffed offices, a technological infrastructure, and a staff of full-time employees. Our tech team serves as a resource to school districts for linking the online community survey and other search materials to their website. These resources make HYA capable of responding to Board's requests in a very timely fashion.

Research Based

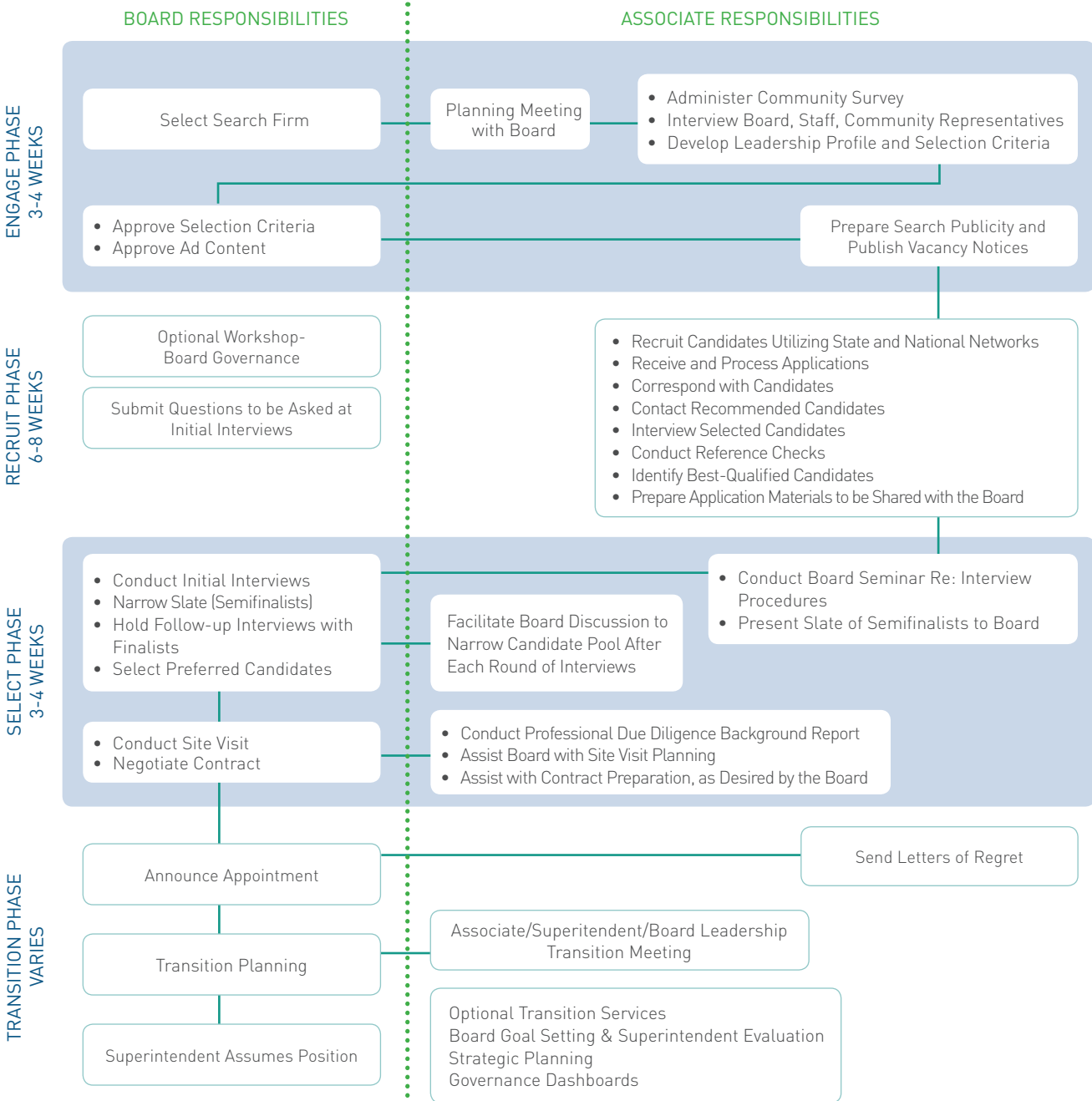
HYA is the leadership division of ECRA group, a premier research and analytics firm with over 35 years of experience supporting school districts in improving student outcomes. HYA's community engagement process and online survey employ research-based approaches to identifying the goals, needs, and priorities of the school system along with the desired characteristics of its next leader. The survey was developed based on research on effective leadership. The resulting Community and Leadership Profile Survey Report provides information on the current state of the District, essential information the Board will use in the selection process and the new leader can use day one of employment. Furthermore, by blending consulting, professional service, and technology, HYA/ECRA group offers transition services and an analytics infrastructure to help the Board and their new leader better understand the interrelationships among school functions, and the impact of decisions and expenditures on student outcomes.



More Than a Background Check – Executive Due Diligence

HYA’s comprehensive and expanded background checks are completed by independent third-party investigators and include an executive summary allowing for an analysis of findings, not simply dozens of articles and documents for Board members to read. The investigative procedures are comprehensive and thorough with a focus on the public school landscape - well beyond what constituents could produce through a simple internet search. This includes on-site research of primary source documents at relevant county court houses for civil and criminal record history. Additionally news and social media investigations provide a better understanding of a candidate’s leadership style, public relations skills, and reputation.

HYA Signature Search Process





The Four Phases of HYA's Signature Search

The process outlined represents a prototypical search. Upon selection, the Associates will meet with the Board to discuss this process and modify it to meet the Board's unique needs. The following is a description of each phase in the search:



Engage

The Engage phase consists of designing and planning a process of engaging the Board and stakeholders through interviews, online surveys (available in world languages), and focus groups. Information from these interactions assists the Board in developing a leadership profile and selection criteria that match the priorities of the community and that meet the unique needs of the local district. This disciplined, inclusive and research-based approach ensures all stakeholders have the opportunity to be a part of the search process and provides valuable feedback about the school district based on HYA's local research and professional understanding of the district's standing in the broader marketplace. In an effort to be fully transparent to the community, an internet link is provided to the HYA website which details the search process and the vacancy announcement.





Recruit

The Recruit phase consists of leveraging HYA's extensive national network of Associates across multiple offices and incorporating advertising strategies (as selected and paid for by the Board pursuant to Appendix A) that results in the identification and recruitment of exceptionally talented leaders. HYA can also recruit non-traditional candidates, i.e. executives that have worked in business, military, private or public sector. HYA works in close partnership with state and national organizations with numerous Associates serving on those Boards.



Select

The Select phase consists of providing the Board with a slate of candidates that were interviewed by HYA Associates using the Leadership Profile established by the Board. HYA Associates are committed to spending the necessary time and energy on the details to find the right candidates to bring to the Board. The search team then facilitates the Board interviews and appointment process including reviewing candidates' references. HYA's ability to gain important background information regarding candidates - beyond what appears on an individual's resume - is a unique and distinguishing characteristic of HYA, and is attributable to the integrity of the firm, Associates, and the vast networks of professional relationships built through years in the education field. A workshop on interviewing and construction of interview questions is facilitated by the Associates for the Board. Executive due diligence including formal background and media checks complete the Select phase (as selected and paid for by the Board pursuant to Appendix B).



Transition

The Transition phase consists of assisting the Board and new Superintendent to assure a successful transition. Appointing a new leader is the first step toward accomplishing organizational and student goals for success. Included in the search fee is a transition meeting with the new Superintendent and representative(s) of the Board regarding the information learned throughout the search process, in particular, the Community and Leadership Profile Survey. Additional transition services are available (as selected and paid for by the Board pursuant to Appendix C).

The Search Team

Presently, HYA is represented by Associates across the United States who assist with the firm's mission to provide proactive, thorough and quality assistance to School Boards in need of identifying and recruiting highly qualified executives for superintendencies and other administrative positions. HYA Associates bring extensive executive search experience and broad educational backgrounds to its practice. Through continuing involvement in school and university work, HYA Associates are aware of current educational issues and have strong relationships with educational leaders and opinion-makers in administrative leadership and management. HYA is committed to engaging a diverse and gender balanced cadre of Associates. Among HYA Associates are members of NABSE (National Alliance of Black School Educators) and ALAS (Association of Latino Administrators and Supervisors).

HYA assigns an individual management team to each executive search that it conducts. Associates assume direct responsibility for the search and coordinate the activities of all individuals engaged in the project. In addition to the Associates assigned to the search, all nation-wide Associates in the firm are tasked with identifying prospective candidates. Board members will receive the business, home and cell phone numbers, as well as the email addresses of the Associates.

HYA has professionally staffed offices, a technological infrastructure and a full-time employed staff; thus, HYA is capable to respond to any request the Board may have on the Board's time schedule. Finally, each search has executive oversight by a Regional President and HYA's Director of Operations serves as project manager to ensure no detail is overlooked. HYA's office staff, which is highly knowledgeable and pleased to assist at any time, is available to the Board from 9:00 a.m. to 5:00 p.m. CST, Monday through Friday.

HYA believes that communication and organization are critical to successful searches. Our delivery system gives the Board anytime, anywhere access to all documents regarding the search. HYA has adopted a green process whereby all materials are delivered via a dedicated search portal so the Board and its Associates can have confidential access to all information associated with the search in an organized and timely manner.

All materials are delivered via a dedicated search portal giving the Board immediate and organized access to all information

Appendices

- A Advertising Services
- B Executive Due Diligence
- C Transition Services

Advertising Services

HYA Associates work with their clients to consider the many approaches to advertising vacant position(s). The HYA staff creates and coordinates all advertisements at the Board's direction. The National Plan ensures exposure in the most frequently read print, e-publication journals, and job boards of educational leaders across the country. HYA has created other more focused advertisement options for the Board to consider as add-ons to the National Plan, including state and region-specific options. Whatever the Board chooses, HYA staff will write, place, and coordinate all the details.

Package 1

HYA group print ad in Ed Week

Online listing on EdWeek's
TopSchoolJobs site for 30 days

Online Showcased ad on
EdWeek and TopSchoolJobs
homepages for 7 days

Online listing on AASA's site for
30 days

Posted on ECRA, Twitter, and
LinkedIn

Package 2

Two HYA group print ads in Ed
Week

Online listing on EdWeek's
TopSchoolJobs site for length of
search

Online Showcased ad on
EdWeek and TopSchoolJobs
homepages for 7 days

Online listing on AASA's site for
30 days

Online Spotlight and Preferred
upgrades on AASA's Site for 30
days

Posted on ECRA, Twitter, and
LinkedIn

Package 3

Monthly HYA group print ad in
Ed Week for length of search

Dedicated District specific print
ad in Ed Week

Online listing on EdWeek's
TopSchoolJobs site for length of
search

Online Showcased ad on
EdWeek and TopSchoolJobs
homepages for 7 days

Online listing on AASA's site for
30 days

Online Spotlight, Preferred, and
Featured upgrades on AASA's
Site for 30 days

Posted on ECRA, Twitter, and
LinkedIn



Options to Complement the Advertising Packages

(Choose as many as desired.)

Careerbuilder Network	ALAS & NABSE	LinkedIn
<p>Careerbuilder ad, linked to ASCD job ramp (Association for Supervision and Curriculum Development) for 30 days</p>	<p>Association of Latino Administrators and Superintendents (ALAS) for 6 weeks online, push on ALAS apps</p> <hr/> <p>National Association of Black School Educators (NABSE) for 30 days</p>	<p>LinkedIn listing for 30 days</p>

Regional Packages

(Choose one of the following.)

California	Northeast	State Specific
<p>2 advertisements (5X4) in EdCal/ ACSA (Association of CA School Administrators), print and e-publication</p> <hr/> <p>CALSA (CA Association of Latino Superintendents and Administrators) online advertisement for 90 days</p> <hr/> <p>CAAASA (CA Association of African American Superintendents and Administrators) online advertisement</p> <hr/> <p>Posted on ECRA, Twitter, and LinkedIn</p>	<p>NJASA (New Jersey Association of School Administrators)</p> <hr/> <p>NYSCOSS (New York State Council of School Superintendent) online and newsletter</p> <hr/> <p>CAPSS (Connecticut Association of Public School Superintendents)</p> <hr/> <p>Posted on ECRA, Twitter, and LinkedIn</p>	<p>Three state association advertisements as decided by the associate and the board</p> <hr/> <p>Posted on ECRA, Twitter, and LinkedIn</p>

Executive Due Diligence

HYA incorporates executive due diligence in the search process. The comprehensive and expanded background checks are completed by independent third-party investigators and include an executive summary allowing for an analysis of findings, not simply dozens of articles and documents for Board members to read. The investigative procedures are comprehensive and thorough with a focus on the public school landscape - well beyond what constituents will produce through a simple internet search. This includes on-site research of primary source documents at relevant county court houses for criminal record history. Each background search requires 7-10 working days to complete.

Two packages are offered. The Comprehensive Package includes a news and social media analysis. The news media investigation provides a better understanding of a candidate's leadership style, public relations skills and priorities. The news media investigation draws upon over 28,000 specialized publications and 900 newswires in 200 countries and includes 30 years of credible archived information. Special focus is given to publications in communities where the candidate has lived or worked. The social media review includes a review of text and images on sites such as Twitter, LinkedIn, personal blogs and industry websites. The analysis provides a summary of candidate generated activity with highlights of negative alerts.

The Basic package was designed in response to requests for a simpler cabinet or principal position background check; it does not include the news and social media analysis.

	Comprehensive	Basic
Personal Profile Summary	x	x
Social Security Trace	x	x
County Criminal Record History	x	x
Federal Criminal Record History	x	x
County Civil Record History	x	x
Department of Motor Vehicles License Information	x	x
Education (Degree) Verification	x	x
Transunion Credit Report	x	x
Investigation of all Aliases Identified within Past 7 Years	x	x
Investigation of all Jurisdictions of Residence, Education, and Employment within Past 7 Years	x	x
University and Academic Program Accreditation	x	x
National Criminal Record History	x	x
National Sex Offender Search	x	x
Executive Summary	x	x
News Media Review (5 year timeframe and up to 20 relevant articles)	x	
Social Media Review	x	

Transition Services

HYA offers optional transition services that would benefit Boards and new Superintendents during the transition period and the Superintendent's first year in the school district.

Board Governance Workshop

The Board Governance Workshop requires 3-4 hours and provides the Board the opportunity to clarify the respective roles of the Board and the Superintendent. The workshop addresses the concepts of trusteeship, governance, management, continuous improvement and systematic change. Developing and maintaining effective Board-Superintendent relations, the need for long and short range planning, consensus decision-making, and other components of successful Board service are also discussed at this workshop.

Board Goal Setting & Superintendent Evaluation

To develop and maintain effective Board-Superintendent relations and provide the Board with an opportunity to determine what it desires to have the Superintendent achieve during his/her first two years in the position, goals and the evaluation process must be codified and understood with great clarity. The evaluation process should reinforce the concept of continuous improvement, and should monitor the achievement of the Board's goals. Processes and instruments for performance evaluation will be developed in collaboration with the Board and new Superintendent. The Board and Superintendent can choose to adopt HYA's research-based 360-degree Superintendent evaluation process. This service requires 6-8 hours over two days.

Comprehensive First Year Support

This service includes both the Board Governance Workshop and the Board Goal Setting & Superintendent Evaluation service in addition to ongoing mentoring for the new Superintendent. The mentoring relationship will be designed with the HYA Associate and the new Superintendent with input from the Board. There is a focus on monitoring progress towards attainment of Board goals and facilitation of the Superintendent's first year evaluation.

Strategic Planning

Improving student outcomes begins with a clear and compelling vision for student success. When a new leader is appointed, a clear and concise strategic plan helps guide decisions and ensures energy is directed toward advancing the priorities of the community as directed by the Board. A disciplined strategic planning process allows school systems to engage stakeholders, build a consensus around what matters, and channel resources accordingly in order to ensure a maximum return on investments. A disciplined strategic planning process provides clarity of purpose as well as a structure to align the organization, its structures, and its policies. This service is typically a 3-6 month engagement.

Governance Dashboards

Governance dashboards help to facilitate, launch, and govern implementation of the district's strategic plan and give meaningful data for the Board to evaluate the impact and return on investment that strategic goals are having on student achievement, financial, and other system outcomes. The strategic dashboard provides a framework for the Board and Superintendent to communicate the priorities and progress of the school system to the community. This service is a continued service from year to year.

HYA looks forward to the possibility of working with the Board and assisting with the selection of a new leader. Please contact HYA at 847-318-0072 or at hya@ecragroup.com with questions or requests for additional information.

ECRA Group, Inc.

1475 E. Woodfield Rd., 14th Floor
Schaumburg, IL 60173
(847) 318-0072

East Coast Regional office

Jersey City, NJ

West Coast Regional office

Palo Alto, CA

WWW.ECRAGROUP.COM



**PROPOSAL TO CONDUCT A
SUPERINTENDENT SEARCH
FOR**



RESCUE UNION SCHOOL DISTRICT

Leadership Associates
3905 State Street #7-407
Santa Barbara, CA 93105

805.364.2775

www.leadershipassociates.org



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3905 STATE STREET, #7-407
 SANTA BARBARA, CALIFORNIA 93105
 (805) 364-2775
 WWW.LEADERSHIPASSOCIATES.ORG

KENT L. BECHLER + JAMES R. (JIM) BROWN + MARC ECKER + MICHAEL F. ESCALANTE + RICHARD FISCHER + SALLY FRAZIER + DON IGLESIAS + PEGGY LYNCH + PHIL QUON + DENNIS M. SMITH + RICH THOME + SANDY THORSTENSON + DAVID J. VERDUGO

PROPOSAL TO CONDUCT AN EXECUTIVE SEARCH

Leadership Associates is pleased to submit a proposal to partner with you and your district to select a new superintendent.

Our firm has worked with a wide variety of school districts throughout California since our founding in 1996. We have completed more than 350 searches for California school boards since that time. More than 85% of the superintendents selected have remained in their positions more than five years.

We are an executive search firm that focuses its work in California, which has helped us deepen our understanding of the ever-changing California educational landscape. Through the continued participation of several of our partners in education organizations such as the California Collaborative for District Reform, we have remained current on key education policy and system wide developments including Local Control and Accountability Plan (LCAP) and Local Control Funding Formula (LCFF) legislation. We have a strong record of success in helping districts find superintendents who meet the profile developed by the Board with extensive engagement from staff, parent leaders and community led by Leadership Associates.

Through our years of experience, we have come to understand and respect the uniqueness of each board and district. While there are similarities among districts, we believe that each district has a unique culture that is important to respect and understand. There are many good superintendent candidates but only some will be the right match your School District. It is our job and our commitment to you to find those individuals who are that right match.

In making recommendations to you about candidates, we consider the uniqueness of the district and do all we can to respect and become fully aware of the accomplishments and priorities.

We would welcome the opportunity to partner with the Board to discuss the search process, including options for staff and community input, an overview of the potential candidate pool, timeline, and the importance of maintaining a confidential process. We also want to obtain from the Board and subsequently from staff, parents and community groups perspectives on District strengths and challenges as well as the desired qualities and characteristics of the new superintendent. Once this is done, we will prepare a summary report for the Board, develop a position description for Board review, and begin recruiting and vetting candidates who will be an excellent fit for your consideration.



If our firm is selected, you will be assigned a member or a team of consultants that are highly qualified to partner with you. Our consultants are experts in their field and all have been highly successful former superintendents. To ensure the widest possible pool of qualified candidates, all partners who are located in various geographical regions of the state will actively support and assist with the search. Profiles of each partner are provided in the Qualification Statement of our proposal. We will use our extensive leadership network at the state and national level to help find the best candidates for this exciting, challenging, and rewarding position.

We look forward to having an opportunity to discuss this proposal with you and address any questions you may have. We realize how important it is for the Board to have a relationship with its search firm that is based on trust and respect. We will be fully committed to you and will provide the Board with high quality candidates who are a good match for your district.

Respectfully,

A handwritten signature in blue ink that reads 'Dennis Smith'.

Dennis Smith, Ed.D
Lead Partner, Leadership Associates



SEARCH PROCESS PLAN

Leadership Associates has developed criteria to provide the Board of Education with a 9-phase process for selecting its next superintendent.

The following is a brief description of each of the key steps of the search process. We provide this outline to give you an overview, but also for your reference so you know what we are doing on your behalf throughout the search and particularly in the periods of time between our meetings with you.

Our meetings with you are *italicized and marked with an asterisk*.

Phase 1 - **Initial Meeting with the Board*

Leadership Associates will meet with the Board once we have been selected to represent your district. At this meeting we will discuss all matters addressed in the Request For Proposal (RFP) Scope of Services. These will certainly include the characteristics the Board is seeking in the next superintendent; District strengths and challenges for the future; the process for engaging groups and individuals in the District and community in the search process; the final timeline and meeting dates; Board and Search Firm protocols during the search; possible contract parameters for the new superintendent; potential internal candidates; the Board's liaison with Leadership Associates and spokesperson for the Board; and all other matters addressed in the RFP Scope of Services which the Board may wish to discuss.

We will also meet with Board members individually, in person or by phone to learn each member's unique perspective.

Phase 2 - Community and Staff Input

After working with the Board and staff to develop a student, staff, and community engagement plan, we meet with the individuals and groups per your request (Community, staff, students). We share the search process, timeline, answer questions and then solicit input regarding the desired qualities, characteristics, background and experiences of the new superintendent, as well as the key characteristics of the District's culture, strengths, and future challenges and issues. We spend the time necessary to ensure full input. If individuals are unable to attend the meetings, would like to provide additional information, or prefer to submit their ideas in a different format, opportunities are provided to contact us via email or telephone.

We also have an online survey that can be posted on the District website to encourage broader participation of staff and community.

We prepare a thorough report containing the comments from each group, individuals, and the survey, and send it to Board members approximately one week after the input. We follow up with you after you receive the report to review any questions you have.

Phase 3 - Position Description

The Position Description is prepared reflecting the input we receive on qualities and characteristics desired, a description of the District and community, and key search dates. The Board reviews the draft and makes changes before the description is finalized. The description is then posted on our website and distributed widely and can be posted on the District's website.

Phase 4 - Advertising, Recruitment, Reference Checking

After our meetings with the Board, staff and community, we advertise and actively recruit both



statewide and nationally. We will also conduct reference and database checks on all potential candidates. All partners participate in this process in order to take advantage of our extensive state and national network. These are very critical activities as we work diligently to find the candidates that best match those qualities and characteristics on the Position Description. We verify degrees, credentials and professional experiences. We do extensive confidential reference checking including conversations with people not listed on the candidate's application. We keep the Board informed on a regular basis about the progress of the search.

Phase 5 - *Selection of Finalists

At this meeting we will review and discuss all applicants, recommend candidates you should consider interviewing, and explain our rationale for recommending some and not others. We will provide an executive summary on each candidate that will include a tiered ranking of candidates for your review. The Board, however, makes the final decision on those to be interviewed and determines the interview schedule and location. We offer sample interview questions and assist the Board in finalizing them. In addition to making interview arrangements with the candidates, we provide all the materials the Board needs for the interview, and make logistical arrangements in coordination with the superintendent's assistant or designated district liaison.

Phase 6 - *Final Interviews

The Board conducts the interviews with the consultants observing and handling all the logistics. We are present during the interviews and will help facilitate discussions assisting the Board as needed to help you in making your selection of the final candidate. We also assist with various follow up steps that need to be completed and inform all candidates of the outcome.

Phase 7 - Visit to the Finalist's District and Contract

The purpose of the visit is to validate the Board's choice prior to the official contract offer. The Board will determine who will go on the visit; the consultants will not participate in the visit. We work with the Board and the finalist as needed to develop final parameters for an agreement on the superintendent's contract. We recommend prior discussions with the Board on this topic since it is our intention to recruit candidates who will work within the contract parameters established by the Board.

Phase 8 - Public Approval of the New Superintendent

Following the validation visit, the Board takes public action at a regularly scheduled board meeting to employ the new superintendent. Leadership Associates will assist the Board and staff with a communication plan and other activities to support the approval of the new superintendent's contract.

Phase 9 - After the New Superintendent is Signed

We provide and review with the new superintendent the Board and community input. We are available to provide additional follow up services as desired. These services could include developing a transition plan and an initial workshop for the governance team to establish goals for the new superintendent, and the superintendent's evaluation process.

Confidentiality: Leadership Associates strongly believes the quality of the applicant pool is directly dependent on the confidentiality of the process. Leadership Associates will not divulge the names of interested applicants to any party other than the Board within Closed Session. Reference checks will also be conducted using strategies that will maintain the confidentiality of the process.

Throughout the process Leadership Associates will be available to answer any questions you may have.

SUPERINTENDENT SEARCH PROCESS

Phase 1
Initial Meeting with Board



- *Review search process*
- *Discuss collectively with the Board:*
 - *Characteristics desired in new superintendent*
 - *District strengths and challenges*
 - *Community / staff input process*
 - *Online survey*
- *Finalize timeline*

Phase 2
Community and Staff Input



- Meet with individuals and groups per Board's request (including individual board members if desired) to solicit input:
 - Characteristics desired in new Superintendent
 - District strengths and challenges
- Post online survey following Board approval
- Present survey results to board members

Phase 3
Position Description



- Develop Position Description using:
 - Input received
 - Description of district and community
 - Key search dates / timelines
- *Board reviews and approves draft*
- Posted on Leadership Associates website, district website, and provided to candidates

Phase 4
Advertising, Recruitment, Reference Checking



- Advertise in trade publication(s)
- Actively recruit
- Conduct reference and database checks on all potential candidates
- Conduct individual interviews with all potential finalists

Phase 5
Selection of Finalists



- *Meet with Board to review all applicants*
- *Discussion and determination of top candidates*
- *Board determines finalists to interview*
- *Review interview process and prepare interview questions*

Phase 6
Final Interviews



- *Board conducts interviews with assistance from Leadership Associates*
- *Board selects finalist*
- Consultants inform all candidates of outcome

Phases 7, 8 & 9
Visit to Finalist's District
Contract Offer
Public Approval of New Superintendent after
New Superintendent is Signed



- *Board visits finalist's district prior to official contract offer*
- *Work with Board and finalist as needed to develop final parameters for contract and to prepare press release*
- *Board takes public action at a regularly scheduled meeting to employ new superintendent*
- Leadership Associates will provide and review Board and Community input with new superintendent
- Leadership Associates will provide follow-up services as desired

Note: *Blue italicized text* indicates Board Participation

SUGGESTED TIMELINE

Timeline is flexible based on Board direction

MONTH/PHASES	DATES (TBD)	EVENT
CURRENT MONTH		Superintendent receives proposal
		Board Reviews Proposals/Selects Firm
MONTH 1 (Phases 1-4)		<i>Board meets with consultants and determines characteristics, skills & qualities desired in a new superintendent, and establishes timeline and procedures for superintendent selection</i>
		Consultants meet with staff and community designated by Board to receive input
		Consultants begin identifying candidates; Development and posting of recruitment materials and Position Description
		Advertising and active recruitment Ad appears in AASA and EdCal
MONTH 2 (Phase 5)		Deadline for applications
		Consultants complete comprehensive reference and background checks on applicants
		<i>Board meets with consultants, reviews all applications and selects finalists to be interviewed</i>
MONTH 3 (Phases 6-8)		<i>Board interviews finalists</i>
		<i>Board visits community of leading candidate. Board offers contract</i>
		<i>Board approves superintendent contract at a regularly scheduled board meeting</i>
FINAL (Phase 9)		New superintendent begins

Note: *Blue italicized text* indicates Board Participation



QUALIFICATION STATEMENT

EXPERIENCE AND QUALIFICATIONS OF THE FIRM

Leadership Associates has conducted over 350 searches in California since 1996. We have 13 partners and associates, all active educators and former, successful California superintendents who reside throughout the state – north, south, and central valley. While we are dedicated to California school districts, we have networks throughout the country and have assisted many school boards in finding top candidates from outside the state.

A few other facts about the partners of the firm:

- All keep superintendent searches as their core work
- All have national and state-wide networks and alliances including Council of the Great City Schools; Urban Dialogue; Association of California School Administrators (ACSA), California Association of Latino School Administrators (CALSA); American Association of School Administrators (AASA); Suburban School Superintendents; and California City School Superintendents
- All belong to organizations which include top and emerging leaders
- Three were California State Superintendent of the Year
- Three chaired the California state superintendent's committee for ACSA; two were presidents of ACSA
- A number are bi-lingual in Spanish
- Many facilitate workshops in districts throughout the state: board/superintendent relations; board/superintendent protocols; strategic planning; superintendent evaluations; team building; and instructional improvement. Several coach and mentor superintendents and other top district leaders
- Most have taught or are currently teaching leadership courses at universities
- All have received awards for educational and community work, regionally, statewide, and nationally; and one was honored by the Mexican Consulate
- Partners have authored or co-authored the following publications; *A Practical Guide to Effective School Board Meetings*; *Eight at the Top*; *Superintendent-School Board Practices*; and *The Superintendent's Planner*

EXPERIENCE AND QUALIFICATIONS OF PERSONNEL

CONSULTANTS / BIOS

Kent L. Bechler, Ph.D –Partner, Leadership & Organizational Development

Kent served as superintendent of the Corona-Norco Unified School District, the 9th largest school district in California until his retirement in 2012. The district was named a 2012 finalist for the \$1 million Broad Prize for Urban Education. He also served as superintendent in Walnut Valley Unified and Duarte Unified School Districts. Kent received a Bachelor's Degree in social work from Azusa Pacific University, a Master's Degree in educational administration from California State University, Los Angeles and a Ph.D. in education from Claremont Graduate University. Kent has extensive training experience in management, leadership, systems, policies and



procedures, strategic planning, labor relations, and developing collaboration and teamwork within organizations. His academic work includes teaching adjunct classes at the university level and consulting with educational institutions, businesses and other organizations. During Kent's 32 year career in K-12 education, he served in professional organizations including Association of California School Administrators (ACSA), California Collaborative on District Reform, American Association of School Administrators (AASA), Southern California Superintendents, Urban Education Dialogue and Educational Research Development Institute (ERDI).

James R. (Jim) Brown – Partner, Senior Advisor

James R. (Jim) Brown served as Superintendent of Schools for the Glendale, Palo Alto and Lompoc Unified School Districts. He was also Superintendent of the Cambria Union Elementary and Coast Union High School Districts. Jim received his Master's Degree from the University of Kansas and his B.S.F.S. Degree from Georgetown University, Washington, D.C. He chaired the ACSA Superintendents Committee and the ACSA Urban Superintendents Committee. He also served as co-chair of the California State Mathematics Task Force and the High School Exit Exam Panel. He was a member of the It's Elementary Task Force. He was President of the National Suburban School Superintendents' Association and Schools for Sound Finance. Jim has experience conducting executive searches since 2004, and has facilitated or assisted in the facilitation of more than 55 executive searches since that time. Jim served as senior advisor for Pivot Learning Partners. His areas of focus were: Teacher and Principal Effectiveness, Governance, the Strategic School Funding for Results Project, Executive Coaching, and documentation of education innovations. Jim has been a member of the Board of Directors of Glendale Memorial Hospital, the American Leadership Forum and the Southern California Leadership Network. He has served in leadership roles in numerous community and civic groups.

Marc A. Ecker, Ph.D – Partner

Marc retired in December, 2014 as Superintendent of the Fountain Valley School District for 18 ½ years in that position. He served as Chair of the Orange County Special Education Alliance and is a past president of the Orange County Superintendents' Organization. Marc is a past State President of the Association of California School Administrators (ACSA). He served with other leading superintendents in providing input and advice on the development of the Local Control Funding Formula to the Governor and his staff. He also served on the State Public Schools Accountability Act Advisory Committee and two terms on the Financial Crisis Management Assistance Team Advisory Board. Marc is the financial officer for the California League of Schools and served as president of the Association of Middle Level Education. He is a full time faculty member at California State University, Fullerton in the position of Distinguished Professor in the College of Education. He directs the ACSA mentor program and is currently the chairperson of the Schools First Federal Credit Union Board of Directors. Marc received his Bachelor's Degree from UCLA, his Master's Degree from California State University, Fullerton and his Doctorate from Alliant University.

Michael Escalante, Ed.D – Partner

Mike served as Superintendent of the Glendale Unified School District in Los Angeles County and the Fullerton Joint High School District in North Orange County for a total of 13 years, 6 ½ in each district. He earned his Bachelor's Degree from San Diego State University, Master's Degree in Education from Loyola Marymount University and Doctorate in Educational Leadership from the University of Southern California. Mike serves as a doctoral level instructor at the University of Southern California Rossier School of Education. He teaches educational leadership and has responsibility for chairing doctoral dissertations. Mike's academic interest is in the area of building effective board superintendent relationships. During his 38 year career in public education, he served in professional organizations including Association of California School Administrators (ACSA), The USC Dean/Superintendent Advisory Committee Southern (DSAC), Southern California Superintendents, Urban Superintendent Dialogue, Educational



Research Development Institute (ERDI), California Latino Superintendents' and Administrators' Association (CALSA), Association of Latino Administrators and Superintendents (ALAS).

Richard Fischer – Associate

Rich served as Superintendent of Schools for 19 years in the Mountain View Los Altos Union High School District, Lake Tahoe Unified School District and the Harmony Union School District. He currently serves as Director of the Executive Leadership Center and is also a member of the El Dorado County Board of Education. Rich has been Director for the ACSA Superintendents' Academy and presenter and trainer for California Association of School Business Officials, California Foundation for Improvement of Employer-Employee Relations (CFIER), California State Superintendents' Symposium, El Dorado County Instructional Leaders - Series on Effective Leadership Techniques, Leadership Mountain View, and California School Leadership Academy. Rich received his Bachelor of Arts Degree from California State University, Northridge and his Master's Degree from California State University, Sacramento.

Sally Frazier, Ed.D – Partner

Sally was elected Madera County Superintendent of Schools for six consecutive 4-year terms. She received her Doctorate from University of Southern California, and her Master's and Bachelor's degrees from California State University, Stanislaus. Sally served the California County Superintendents' Educational Services Association as President, Legislative Chairperson and numerous terms on its Executive Board. She was CCSESA's representative to ACSA's Superintendents Committee and its liaison to the Springboard Schools Board of Directors. Sally chaired CCSESA's Commission on the Organization of Policy Groups, Organizing for Action. Sally was appointed by former State Superintendent of Public Instruction, Delaine Eastin, to the Education Commission for Technology in Learning. Sally was also appointed by Governor Schwarzenegger to the Advisory Commission on Juvenile Justice and Delinquency.

Don Iglesias – Partner

Don served as Superintendent of San José Unified School District, the South Bay's largest school district with more than 32,000 students K-12. The district is culturally diverse with students speaking 85 languages and more than one-third designated as low income. Don was the State President of the Association of California School Administrators (ACSA), representing over 16,000 members statewide. He received his Bachelor's Degree from the University of California, Berkeley and his Master's Degree in Multicultural Education from the University of Southern California. During his tenure as Superintendent, San José Unified was recognized by the Editorial Projects in Washington D.C. for having the second highest graduation rate in the nation for urban school districts among the nation's 50 largest cities. Graduation rate for seniors was 93%. Don served as the Chair of the Silicon Valley Chamber of Commerce Education Committee and as the Conference Chair for the California Superintendents' Symposium. He was also President of the California City Superintendents' organization. San José Magazine recognized Don as a member of the Power 100, the most influential people in the Silicon Valley and the Bay Area.

Peggy Lynch, Ed.D – Partner

Peggy served as Superintendent for San Dieguito Union High School District in San Diego County until her retirement in April 2008. She also served as Superintendent of the Brea Olinda Unified School District in North Orange County for seven years, part of her nearly 14 years serving as a superintendent. Peggy has experience conducting executive searches since 2009, and has facilitated or assisted in the facilitation of more than 30 executive searches. She received her doctorate from the University of La Verne, her Master's Degree from Fullerton and her Bachelor's Degree from Parsons College in Iowa. Peggy chaired the ACSA Orange County and San Diego County Superintendents, was chair of the ACSA Superintendents' Symposium and ACSA's State Annual Conference. Peggy has received recognition from various



organizations, including Southern California Women in Educational Management, Stanford University School of Engineering and the PTA. She has also co-authored several books, including *Effective Superintendent-School Board Practices; The Superintendent's Planner, A Monthly Guide and Reflective Journal;* and *Eight at the Top: A View Inside Public Education.*

Phil Quon – Partner, Chief Financial Officer

Phil served as Superintendent for 19 years in the Bay Area – 13 years at Union School District in San José and the last six years in Cupertino Union School District. He served as the President of the statewide ACSA Superintendents Council, the Chair of the ACSA Superintendents' Symposium, and the President of the California City School Superintendents. He also served on the American Association of School Administrators (AASA) Governing Board and on the CSBA Annual Education Conference Planning Committee and Education Legal Alliance Advisory Group. He has been the Director of the ACSA Superintendents Academy as well as a presenter in the ACSA "Leading the Leaders" Program for newly appointed superintendents in California. He has chaired numerous WASC accreditation teams in California and Hawaii. Phil was a member of the CTC Teaching Mathematics Advisory Panel and a contributor to the National Journal Online Education Blog. Phil received his Bachelor's Degree in Mathematics from UCLA and his Master's Degree in Education Administration from CSULA.

Dennis M. Smith, Ed.D – Partner

Dennis served as Superintendent of Schools for the Placentia Yorba Linda Unified School District (25,000 ADA) in Orange County until his retirement in June 2012. He also served as superintendent of the Orange County Public Schools in Orlando, Florida, the 16th largest school district in the United States. Prior to that, he served as superintendent of the Irvine Unified, Cajon Valley Union and Laguna Beach Unified School Districts. Dennis served a total of 26 years as a Superintendent of Schools. Dennis has experience conducting executive searches since 2005, and has facilitated or assisted in the facilitation of more than 20 executive searches. Dennis was recognized as one of the top 100 Executive Educators in North America by the National School Boards Association, one of the 89 Rising Stars to Watch by the Los Angeles Times, one of the 100 Most Influential Business Leaders in Central Florida by the Orlando Business Journal, and the ACSA Region XVII Superintendent of the Year. He also served as President of the Southern California Superintendents' Association. Dennis received his Bachelor of Arts and Master's Degree from Arizona State University and his Doctorate from the University of Arizona. In addition, he has been an adjunct faculty member at California State University, Fullerton. Dennis has spoken at the local, state and national level on Board- Superintendent relations, Strategic Planning and Goal Setting and Organizational Management. He has consulted with school districts across the United States assisting school boards with superintendent searches and conducting workshops, trainings and organizational efficiency audits.

Rich Thome – Partner

Rich served as Superintendent of Schools for South Bay Union School District and Cardiff Elementary School District. He has conducted more than 65 executive searches and more than 104 Board workshops or Superintendent Evaluations with School Boards. He also serves as part-time as Director of Partnerships for the Institute for Entrepreneurship in Education (IEE), a professional development and research center in the School of Leadership and Education Sciences (SOLES), at the University of San Diego. Rich recently served on the University of San Diego School of Leadership and Education Sciences Advisory Board and on the Classroom of the Future Foundation Board of Directors. He received his Bachelor's Degree from California State University, Los Angeles, and his Master's Degree from Pepperdine University. He is fluently bilingual in Spanish and received his Bilingual, Cross Cultural Specialist credential in California. Rich has been honored with the Honorary Service Award from the California Congress of Parents, Teachers and Students; The Orange County Hispanic Educator of the Year Award; and the Apple Distinguished Educator Award. Rich gained state-wide distinction while serving as Chairperson of the Superintendents' Technology Advisory Committee and leading the



expansion of technology centers and efforts of school districts throughout the region as the Assistant Superintendent of Technology and Human Resources for the County of San Diego.

Sandy Sanchez Thorstenson – Associate

Sandy Sanchez Thorstenson served as the Superintendent of the Whittier Union High School District for fifteen years having spent her entire 39-year career in Whittier Union. Prior to becoming Superintendent, Mrs. Thorstenson served as Assistant Superintendent, Educational Services, High School Principal, Assistant Principal and Teacher. The Whittier Union High School District, a minority-majority high school district with a student enrollment comprised of eighty-six percent Latino and sixty-nine percent socio-economically disadvantaged students, has demonstrated remarkable gains in student achievement at every school, in multiple indicators and over time. Most importantly, Whittier Union has narrowed the achievement gap from 35% to 9% and has proven on behalf of their students that demographics do not determine destiny. The Association of California School Administrators selected Mrs. Thorstenson as California's 2016 recipient of the Marcus Foster Administrator Excellence Award and its 2012 California Superintendent of the Year for AASA. She was selected as ACSA's Region XV Superintendent of the Year for 2007. Sandra Thorstenson served as president of ACSA's State Superintendency Council, president of California City School Superintendents Association, and was a member of Southern California Superintendents' Association and Urban Education Dialogue. She also served on the board for Pivot Learning Partners and the board of directors for the Whittier Chamber of Commerce. Mrs. Thorstenson was appointed by Governor Brown as the superintendent representative of the five-member board of the California Collaborative for Educational Excellence and served as chair helping to launch the state agency focused on providing support and assistance to school districts throughout California. She is a member of the California Collaborative for District Reform, serves on the board of directors of the Soroptimist International of Whittier and is an associate partner with Leadership Associates.

David J. Verdugo, Ed.D – Associate

David served as Superintendent of Schools for the Paramount Unified School District (17,000 ADA) in Los Angeles County for 9 years. He also served as the Assistant Superintendent of the Placentia-Yorba Unified School District (25,000 ADA) and has held positions of Assistant Superintendent, Director of Secondary Education, Principal at both Elementary and High School levels as well as teacher and coach. David has served a total of 43 years in the field of education spanning Grades K-12. During his 43 years in the field of education, his duties have included school facility management; extensive involvement with budget development, implementation of technology programs, employer/employee relations, curriculum and instructional strategies, and organizational development. His experience includes servicing students of diverse populations and socioeconomic levels in urban and suburban settings. He was named ACSA's 2008 Region 14 Superintendent of the Year, and received the California State University Long Beach Outstanding Superintendent Leadership Award in 2012 and the ALAS, Association of Latino Administrators and Superintendents, National Outstanding Educator Award in 2013. He earned his Bachelor's Degree from Whitworth College in Spokane, Washington and his Master's Degree from the University of La Verne. His Doctoral Degree in Educational Administration was earned at the University of Southern California. Dr. Verdugo is a past Governing Board member to AASA and has addressed and spoken on State and National topics from building a case for reform to the importance of Arts in schools. Currently he is the Executive Director of the California Association of Latino Superintendents as well as the former Superintendents Leadership Academy Director for the Association of Latino Administrators and Superintendents based in Washington, D.C.



PRICE PROPOSAL

TOTAL FEE TO CONDUCT SEARCH FOR NEW SUPERINTENDENT – All Inclusive: \$22,500

This fee includes:

- All expenses incurred by consultants
- All meetings with the Board
- Development and posting of the position description announcing the position
- Cost of advertising in EdCal
- Acceptance of applications and responding to all inquiries regarding the position
- Recruitment of candidates and extensive background checks
- Gathering of community and staff input and providing Board with a written report, including online survey
- Coordination of logistics of the search:
 - scheduling appointments
 - notification of unsuccessful candidates
 - scheduling community visit
- Assisting in the development of interview questions
- Assisting the Board's administrative assistant throughout the process with templates, online posting updates and sample agenda language
- Acting as an advisor to the Board of Education
- Assisting the new superintendent and Board through transition and community verification visit, if conducted
- Guarantee that should the new superintendent leave within one year, Leadership Associates will conduct a new search with no consultant fee, costs for travel and advertising expenses only, provided the Board majority remains the same



SAMPLE CONTRACT

LEADERSHIP ASSOCIATES
www.leadershipassociates.org
3905 State Street #7-407
Santa Barbara, CA 93105
(805) 364-2775

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this _____, **2017** between LEADERSHIP ASSOCIATES, hereinafter called the Contractor, and **RESCUE UNION SCHOOL DISTRICT**, hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will conduct a Superintendent search as delineated in the search proposal.

The District agrees to pay the Contractor **TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500)** for services provided. Payment is to take place in two increments: **(1) \$11,250** upon completion of stakeholder input, and **(2) \$11,250** upon selection of a finalist. The Contractor will submit invoices to the District for each of the payment increments. Payments are due within 30 days of receipt of invoice.

The Contractor is to perform the above services beginning _____, 2017.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:
LEADERSHIP ASSOCIATES
Taxpayer ID#: 68-038 3653

DISTRICT:
RESCUE UNION SCHOOL DISTRICT

By _____

By _____

Name Dennis Smith, Ed.D (or designee)

Name _____

Date _____

Date _____



BOARD RECOMMENDATIONS

The following are excerpts from letters of recommendation written by boards that selected Leadership Associates as their search consultant.

Whittier City School District

"Leadership Associates' process ensured the school and community that the Board valued their input and wanted them to fully participate in the process. Leadership Associates was very accessible to our needs and calls. We are extremely pleased with the support we received ...and would rehire them again without question."

Fullerton School District

"Our Board was especially appreciative of the professional manner in which Leadership Associates reached out in a meaningful way to the educational community and listened to the direction of the Board of Trustees. I highly recommend Leadership Associates to any board seeking to conduct a thorough and in-depth superintendent recruitment and selection process."

Placentia-Yorba Linda USD

"Your diligence, patience, professionalism, and the confidential manner in which you conducted the search were exemplary. Indeed, one would be hard pressed to find a team to match the level of expertise and recognition within the professional learning community which you so ably employed on our behalf."

Walnut Valley USD

"Not only are they consummate professionals, but their process in conducting the search was impeccable – from soliciting input from the Board and community members to developing personal and professional profiles, to screening the applicants to recommending the final candidates, to helping the Board finalize the main hiring points for our new superintendent."

Irvine USD

"With an unprecedented number of superintendent vacancies across the state, we were impressed with Leadership Associates' ability to attract highly qualified candidates, due in no small part to their excellent reputation and exceptional attention to confidentiality."

Oceanside USD

"Their work with our administrative staff, our teachers, classified staff, and our community groups was excellent. They received praise for this work throughout our community. Our principals and central office staff were treated with utmost respect, and they were very complimentary of the professionalism of this search firm."

Palo Alto Unified School District

"We recognize the selection of a superintendent is the most important decision we make as a school board. Leadership Associates designed an effective process to get to know us and to meet our needs - including recruiting candidates who were not looking for a new position."

Carmel Unified School District

"The entire process was extremely smooth and conducted with utmost respect for all parties involved. We were on time, and communication was regular, open and transparent. The most difficult part of the process was at the end of the interview process. The board had to choose only one candidate from the experienced pool of multiple candidates presented by Leadership Associates. We consider the superintendent search led by Leadership Associates an absolute success. The individual we hired is the perfect match for our students, staff and community."

University Preparatory School

"Leadership Associates was constantly available to us. Leadership Associates brought much more than guidance and experience; (the consultant) brought genuine kindness, creative vision and integrity that underpin all great endeavors. I highly recommend Leadership Associates."



LEADERSHIP ASSOCIATES SEARCHES, 2013 - 2017

STATEWIDE

Association of California School Administrators (ACSA)	Executive Director
California Collaborative for Educational Excellence (CCEE)	Executive Director
WestEd/GATES	Executive Director

COUNTY OFFICE OF EDUCATION/SUPERINTENDENT

Los Angeles County – 2011	1,500,000+ ADA
Santa Clara County – 2008	275,000+ ADA

SUPERINTENDENT (2013-2016)

<u>District</u>	<u>County</u>	<u>ADA</u>
San Francisco USD	San Francisco	58,865
Santa Ana USD	Orange	57,410
Capistrano Unified	Orange	53,833
Corona-Norco USD	Riverside	53,148
Sacramento City USD	Sacramento	47,616
Oakland USD	Alameda	46,486
Riverside USD	Riverside	42,560
Fontana USD	San Bernardino	40,374
San Jose USD	Santa Clara	32,938
Anaheim Union HSD	Orange	32,085
Mt. Diablo USD	Contra Costa	31,923
San Ramon Valley USD	Contra Costa	31,900
West Contra Costa USD	Contra Costa	30,596
Bakersfield City SD	Kern	30,262
Rialto USD	San Bernardino	26,468
Placentia-Yorba Linda	Orange	25,821
Palm Springs USD	Riverside	23,332
Lake Elsinore USD	Riverside	22,000
Hemet USD	Riverside	21,977
Pajaro Valley USD	Santa Cruz	20,438
Anaheim City SD	Orange	19,312
Antioch USD	Contra Costa	18,352
Ventura USD	Ventura	17,430
Santa Rosa City Schools	Sonoma	16,700
Oxnard School District	Ventura	16,533
Burbank USD	Los Angeles	16,207
Cajon Valley Union SD	San Diego	16,059



Proposal for Executive Search
East Whittier City School District
Superintendent Search, 2017

Paramount USD	Los Angeles	15,681
Walnut Valley USD	Los Angeles	14,658
West Covina USD	Los Angeles	14,402
Fullerton School District	Orange	13,661
Vacaville	Solano	12,561
San Dieguito Union HSD	San Diego	12,485
Palo Alto USD	Santa Clara	12,357
Natomas USD	Sacramento	12,300
Metropolitan Education	San Jose	12,000
Oak Grove Elementary	Santa Clara	11,800
Victor ESD	San Bernardino	11,531
Franklin-McKinley SD	Santa Clara	11,269
Santa Monica-Malibu USD	Los Angeles	11,249
Lucia Mar USD	San Luis Obispo	10,710
Pittsburg USD	Contra Costa	10,560
Azusa	Los Angeles	10,518
Dublin USD	Alameda	10,000
Roseville City ESD	Placer	9,943
Yucaipa-Calimesa Joint USD	San Bernardino	9,655
Ocean View SD	Orange	9,461
Davis Jt. USD	Yolo	8,626
San Mateo Union HSD	San Mateo	8,163
Novato USD	Marin	8,078
South Bay Union ESD	San Diego	7,682
Santa Maria JUHSD	Santa Barbara	7,633
Santa Cruz City Schools	Santa Cruz	7,092
Newhall SD	Santa Clara	6,831
Santee School District	San Diego	6,695
Fountain Valley USD	Orange	6,337
Newark USD	Alameda	6,294
Ukiah	Mendocino	6,214
Brea Olinda USD	Orange	5,973
Alta Loma SD	San Bernardino	5,900
Orcutt Union ESD	Santa Barbara	5,087
La Habra City School District	Orange	6,013
Oakley Union SD	Contra Costa	4,871
Moreland SD	Santa Clara	4,670
San Lorenzo Valley USD	Santa Cruz	4,444
Ravenswood City SD	San Mateo	4,296
Paradise USD	Butte	4,261
Duarte USD	Los Angeles	4,247
Lindsay	Tulare	4,150
Central Union HSD	Imperial	4,104



Proposal for Executive Search
East Whittier City School District
Superintendent Search, 2017

Cypress School District	Orange	4,000
Eureka City	Humboldt	3,884
Amador County USD	Amador	3,829
Mountain View-Los Altos UHSD	Santa Clara	3,753
Goleta Union	Santa Barbara	3,718
Del Norte County USD	Del Norte	3,591
Cabrillo USD	San Mateo	3,357
Cambrian School District	Santa Clara	3,349
San Marino USD	Los Angeles	3,146
Exeter Public	Tulare	3,000
Standard ESD	Kern	2,979
San Bruno Park SD	San Mateo	2,785
Castaic Union SD	Los Angeles	2,568
Scotts Valley USD	Santa Cruz	2,482
Jefferson SD	San Joaquin	2,477
Carmel USD	Monterey	2,468
Bear Valley USD	San Bernardino	2,453
Galt JUHSD	Sacramento	2,287
Lammersville USD	San Joaquin	2,200
Red Bluff Union ESD	Tehama	2,178
Plumas USD	Plumas	2,130
Ft. Bragg USD	Mendocino	1,917
Willits USD	Mendocino	1,907
Byron Union SD	Contra Costa	1,686
Reed Union SD	Marin	1,556
Larkspur-Corte Madera	Marin	1,550
Las Lomitas Elementary	San Mateo	1,336
St. Helena USD	Napa	1,295
Kentfield School District	Marin	1,177
Taft UHSD	Kern	1,045
University Preparatory School	Shasta	900
Rancho Santa Fe SD	San Diego	700
Kings River Union Elementary	Tulare	476
Alview-Dairyland Union SD	Madera	367

EXECUTIVE DIRECTOR/DIRECTOR

Baldy View ROP	San Bernardino
Oxford Preparatory Academy	Orange
San Ramon Valley SELPA	Contra Costa
So Orange County SELPA	Orange
West End SELPA	San Bernardino
West San Gabriel Valley SELPA	Los Angeles



**ONLINE SURVEY
[DISTRICT NAME]
SUPERINTENDENT SEARCH 2017
SURVEY OPENS: [OPEN DATE]; SURVEY CLOSES: [CLOSING DATE]**

Introduction

The [insert] School District Board of Education is asking for your help in selecting the next superintendent of schools. We have requested that the consultants from Leadership Associates, who are assisting the Board with the search, conduct an online survey to solicit input from students, staff, parents, and community.

The following survey asks you to respond to several critical questions. The information generated from this survey will be used to develop a profile which indicates desired qualities and characteristics in the next superintendent. It will also guide the recruitment and reference checking process as well as development of questions for the interview. The survey also seeks your perspectives on District strengths, challenges, and our community. Consultants will compile a report summarizing survey results and share it with the Board.



**ONLINE SURVEY
[DISTRICT NAME]
SUPERINTENDENT SEARCH 2017
SURVEY OPENS: [OPEN DATE]; SURVEY CLOSES: [CLOSING DATE]**

DISTRICT STRENGTHS & CHALLENGES; COMMUNITY

1. What do you see as the strengths of the District?

2. What do you see as the major challenges which will confront our new superintendent?

3. What is important for our next superintendent to know about our community?

4. Please add any other qualities and characteristics which you think are important for our next superintendent to possess.



**ONLINE SURVEY
[DISTRICT NAME]
SUPERINTENDENT SEARCH 2017
SURVEY OPENS: [OPEN DATE]; SURVEY CLOSES: [CLOSING DATE]**

DESIRED PROFESSIONAL EXPERIENCE

5. Please rank, in order of importance (1 being most important), the following professional experiences that you believe are most important for the next superintendent to possess, as they relate to the needs of the District.

⋮	<input type="text"/> <input type="text"/>	Experience in California public education, either teaching and/or site administration
⋮	<input type="text"/> <input type="text"/>	Experience as an assistant superintendent or associate superintendent
⋮	<input type="text"/> <input type="text"/>	Leadership experience in a comparable district
⋮	<input type="text"/> <input type="text"/>	Experience in oversight of school district finances, budgets, and business management
⋮	<input type="text"/> <input type="text"/>	Experience in management of school facilities
⋮	<input type="text"/> <input type="text"/>	A proven track record of growing academic achievement for all students, including special needs children, second language learners, and children of poverty
⋮	<input type="text"/> <input type="text"/>	Bilingual



**ONLINE SURVEY
[DISTRICT NAME]
SUPERINTENDENT SEARCH 2017
SURVEY OPENS: [OPEN DATE]; SURVEY CLOSES: [CLOSING DATE]**

DESIRED PROFESSIONAL LEADERSHIP CHARACTERISTICS

6. Please rank, in order of importance (1 being most important), the following professional leadership characteristics that you believe are most important for the next superintendent to possess, as they relate to the needs of the District.

<input type="checkbox"/>	<input type="text"/>	Is a strong instructional leader who will maintain and improve the student achievement gains made in the District
<input type="checkbox"/>	<input type="text"/>	Will bring the entire community together toward a strong vision of student achievement
<input type="checkbox"/>	<input type="text"/>	Will place the highest priority on safe environments for students and staff
<input type="checkbox"/>	<input type="text"/>	Has strong human relations skills and is a "people person"
<input type="checkbox"/>	<input type="text"/>	Will be accessible to parents and staff
<input type="checkbox"/>	<input type="text"/>	Will be highly visible at our schools and community events
<input type="checkbox"/>	<input type="text"/>	Has the ability to coach and develop potential leaders within the District, and create a strong, cohesive working team



**ONLINE SURVEY
[DISTRICT NAME]
SUPERINTENDENT SEARCH 2017
SURVEY OPENS: [OPEN DATE]; SURVEY CLOSES: [CLOSING DATE]**

DESIRED PERSONAL CHARACTERISTICS

7. Please rank, in order of importance (1 being most important), the following personal characteristics that you believe are most important for the next superintendent to possess, as they relate to the needs of the District.

<input type="checkbox"/>	<input type="text"/>	Decisive
<input type="checkbox"/>	<input type="text"/>	Organized
<input type="checkbox"/>	<input type="text"/>	Approachable
<input type="checkbox"/>	<input type="text"/>	Democratic
<input type="checkbox"/>	<input type="text"/>	Receptive to ideas
<input type="checkbox"/>	<input type="text"/>	Imaginative
<input type="checkbox"/>	<input type="text"/>	Pragmatic



**ONLINE SURVEY
[DISTRICT NAME]
SUPERINTENDENT SEARCH 2017
SURVEY OPENS: [OPEN DATE]; SURVEY CLOSES: [CLOSING DATE]**

MEETING DISTRICT EXPECTATIONS

8. Our district is committed to ensuring all students receive a high quality education, challenging all students to do their best work, and helping our lower performing students and schools meet high standards. How well do you think we are doing in that regard?

- A - Exceeds expectations
- B - Above average
- C - Average
- D - Needs improvement
- F - Fails

Comment: (optional)

9. Our district is committed to hiring and retaining a high quality teaching, administrative and support staff. How well do you think we are doing in that regard?

- A - Exceeds expectations
- B - Above average
- C - Average
- D - Needs improvement
- F - Fails

Comment: (optional)



**ONLINE SURVEY
[DISTRICT NAME]
SUPERINTENDENT SEARCH 2017
SURVEY OPENS: [OPEN DATE]; SURVEY CLOSES: [CLOSING DATE]**

BACKGROUND INFORMATION

PLEASE TAKE A MOMENT TO PROVIDE THE FOLLOWING INFORMATION:

10. My perspectives come from being a (check all that apply):

- Parent/Guardian
- Student
- Community Member
- Teacher
- Classified Employee
- Administrator
- Other Certificated
- School Volunteer
- Public Official
- Business Owner / Partner
- Non-Profit Staff / Board

Rescue Union School District

3.7.17

	GREEN VALLEY	JACKSON	LAKE FOREST	LAKEVIEW	RESCUE	MARINA VILLAGE	PLEASANT GROVE	Tot.
TR. KDG	23	22	20	41	34	0	0	140
KDG.*	66	71	62	71	59	0	0	329
FIRST	67	64	56	79	77	0	0	343
SECOND	78	77	70	79	72	0	0	376
THIRD	69	73	66	101	67	0	0	376
FOURTH	70	70	97	106	74	0	0	417
FIFTH	84	77	96	100	85	0	0	442
SIXTH	0	0	0	0	0	235	149	384
SEVENTH	0	0	0	0	0	261	199	460
EIGHTH	0	0	0	0	0	275	192	467
SDC		17					22	
*COOL School			1			14		15
TOTAL	457	471	467	577	468	771	562	3792
Ending 15-16	446	453	437	538	435	795	609	3733
Difference	11	18	30	39	33	-24	-47	59

**Low Housing Projection 2016-17	Variance
100	40
329	0
336	7
344	32
366	10
391	26
395	47
359	25
427	33
447	20
0	39
0	15
3494	298

*COOL School numbers are not counted in individual school counts only in district total

**Projected enrollment is from Table 10 of the Demographic Study

NPS 4

ENROLLMENT HISTORY

	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
2016/2017	3723	3709	3723	3731	3734	3774	3792	3792			
2015/2016	3666	3658	3673	3673	3676	3686	3707	3717	3734	3740	3733
2014/2015	3690	3697	3699	3702	3712	3735	3753	3771	3772	3775	N/A
2013/2014	3797	3775	3770	3776	3774	3797	3804	3821	3823	3825	N/A
2012/2013	3889	3902	3895	3900	3893	3885	3912	3919	3920	3929	N/A
2011/2012	3984	3984	3989	3995	3995	4002	4019	4024	4032	4038	N/A
2010/2011	4124	4088	4070	4071	4074	4083	4092	4099	4097	4095	N/A
2009/2010	4173	4123	4115	4116	4113	4119	4122	4121	4112	4115	4110
2008/2009	4176	4105	4104	4106	4115	4110	4095	4091	4097	4099	4117
2007/2008	4093	4079	4090	4094	4091	4097	4110	4096	4101	4085	4082
2006/2007	3916	3905	3918	3927	3934	3933	3952	3967	3964	3972	3973
2005/2006	3777	3771	3788	3776	3768	3784	3780	3783	3786	3785	3785
2004/2005	3670	3658	3653	3661	3661	3698	3703	3712	3717	3707	N/A
Diff 2015-16	2016-17	57	51	50	58	58	88	85	75		
Avg Diff			54	52	54	55	60	64	65		

ITEM #: 6
DATE: March 14, 2017

Rescue Union School District

AGENDA ITEM: Stipulated Expulsion Student 16-17B

BACKGROUND:

A discussion was held in Closed Session to consider the possible Stipulated Expulsion of Student 16-17B.

STATUS:

Student violated Education Code Section 48900 (k) and (n).

FISCAL IMPACT:

N/A

BOARD GOAL:

Board Focus Goal I – STUDENT NEED:

- A. Student Safety and Well Being: Enhance and encourage social, emotional, ethical and civic learning by providing a safe, supportive, and diverse environment.

RECOMMENDATION:

District administration recommends the Board of Trustees approve the Stipulated Expulsion Contract for Student 16-17B.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Second Interim Report – Fiscal Year 2016-17

BACKGROUND:

All California school districts are required to submit a Second Interim Report to the County Office of Education testifying to the District’s ability to meet its financial obligations for the current and the two subsequent fiscal years.

STATUS:

The Fiscal Year 2016-17 First Interim Report presents the financial activity of the Rescue Union School District from July 1, 2016 through January 31, 2017. Although the District projects deficit spending in the Fiscal Year 2016-17 and the two subsequent fiscal years, the District remains capable of meeting its financial obligations and is able to positively certify its financial condition as of January 31, 2017 in this Second Interim Report

FISCAL IMPACT:

Fiscal Year 2016-17	(\$1,134,686)	<i>Deficit Spending</i>	18.5 % Reserve
Fiscal Year 2017-18	(\$951,129)	<i>Deficit Spending</i>	16.2 % Reserve
Fiscal Year 2018-19	(\$1,181,781)	<i>Deficit Spending</i>	12.4% Reserve

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

The District Staff recommends the Board of Trustees approve and positively certify the Fiscal Year 2016-17 Second Interim Report.

RESCUE UNION SCHOOL DISTRICT



Educating for the Future Together

RESCUE UNION SCHOOL DISTRICT

2016/2017
Second Interim Report

Presented on
March 14, 2017

Rescue Union School District

2016-17 Second Interim Highlights and Assumptions

General Fund – Fund 01

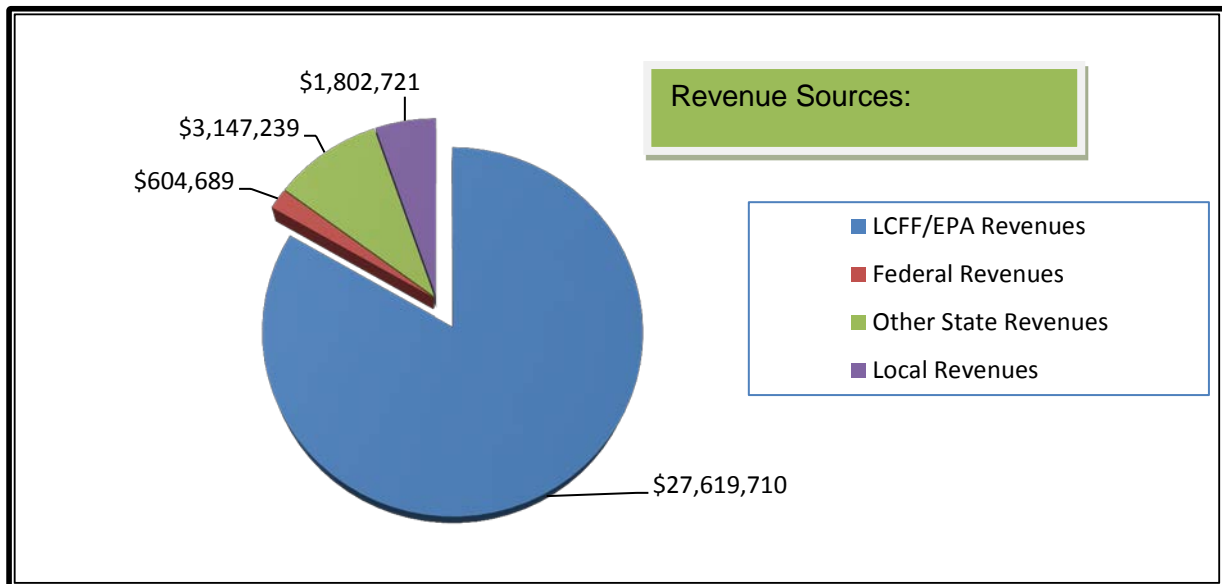
Revenues: Total Projected Revenues in 2016-17 - \$33,174,360

1. LCFF Revenues:

The District projects an increase in LCFF Revenues from \$27,208,982 in the adopted budget to \$27,619,710 in 2016-17 due to the unexpected increase in enrollment.

2. Federal Revenues:

The District projects a decrease in Federal Revenue from \$777,575 in 2015-16 to \$604,689 in 2016-17 due to a reduction Forest Reserves.



3. Other State Revenues:

The District projects a decrease in Other State Revenues from \$4,278,752 in 2015-16 to \$3,147,239 in 2016-17 due to the reduction in one-time discretionary revenue by over \$1 million.

4. Local Revenues:

The District projects a decrease in Local Revenues from \$2,077,141 in 2015-16 to \$1,802,721 in 2016-17 because the District does not budget for local revenues (donations) until they are realized.

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)
A. REVENUES						
1) LCFF Sources		8010-8099	27,208,982.00	27,598,021.00	15,457,812.71	27,619,710.00
2) Federal Revenue		8100-8299	568,163.00	604,777.85	105,460.00	604,689.85
3) Other State Revenue		8300-8599	3,102,121.00	3,152,874.15	1,033,499.82	3,147,239.34
4) Other Local Revenue		8600-8799	1,301,813.00	1,707,251.96	1,244,939.28	1,802,721.69
5) TOTAL, REVENUES			32,181,079.00	33,062,924.96	17,841,711.81	33,174,360.88

Expenditures: Total Projected Expenditures in 2016-17 - \$34,309,047

1. Certificated Salaries:

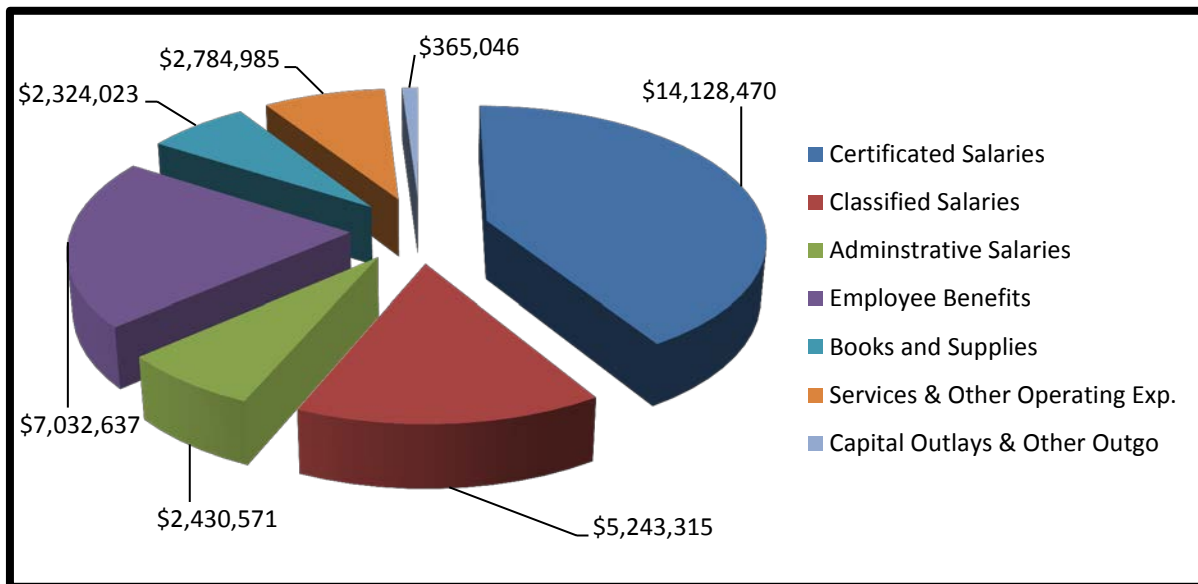
The District projects an increase in Certificated Salaries from \$15,828,799 in 2015-16 to \$16,051,969 in 2016-17 due to an increase in FTE's related to enrollment and the 1% retroactive salary increase after the passage of Proposition 55.

2. Classified Salaries:

The District projects a slight decrease in Classified Salaries from \$5,769,921 in 2015-16 to \$5,750,387 in 2016-17. This includes the 1% retroactive salary increase after the passage of Proposition 55.

3. Employee Benefits:

The District projects an increase in Employee Benefits from \$6,413,927 in 2015-16 to \$7,032,637 in 2016-17 due to increased employer contributions to CalSTRS (10.73% to 12.58%) and CalPERS (11.8847% to 13.888%). These expenditures are projected to increase annually until 2021.



Expenditures by Object

4. Books and Supplies:

The District projects an increase in purchases of Books and Supplies from \$1,668,739 in 2015-16 to \$2,324,023 in 2016-17 due to investments in programs like AVID, Project Lead the Way, and the English Language Arts adoption (\$950,000).

5. Services and Other Operating Expenditures:

The District projects an increase in Services and Other Operating Expenditures from \$2,604,044 in 2015-16 to \$2,784,985 in 2016-17.

6. Capital Outlay:

The District projects a decrease in Capital Outlay from \$148,061 in 2015-16 to \$94,951 in 2016-17 due to a pause in technology investments.

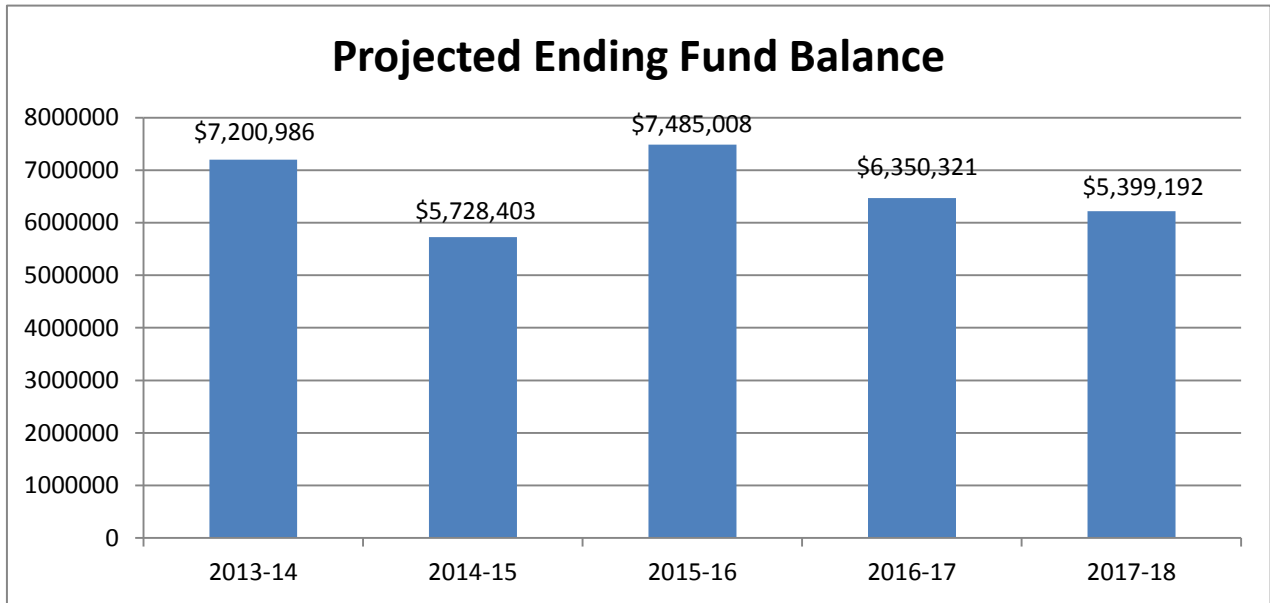
7. Other Outgo:

The District projects an increase in Other Outgo (excluding transfers of indirect costs) from \$239,435 in 2015-16 to \$316,354 in 2016-17 due to an increase in NPS placements and in transfers to the County Office of Education.

8. Other Outgo (Indirect Costs):

The District projects an increase in Other Outgo (Transfers of indirect costs) from (\$41,905) in 2015-16 to (\$45,899) in 2016-17.

B. EXPENDITURES					
1) Certificated Salaries	1000-1999	15,675,127.00	16,099,936.74	9,415,820.41	16,051,969.07
2) Classified Salaries	2000-2999	5,718,588.00	5,735,616.00	3,188,326.10	5,750,387.13
3) Employee Benefits	3000-3999	7,314,698.00	7,054,368.43	3,433,601.91	7,032,636.83
4) Books and Supplies	4000-4999	1,944,299.00	2,259,600.46	1,582,685.40	2,324,023.11
5) Services and Other Operating Expenditures	5000-5999	2,235,457.00	2,683,739.13	1,281,355.56	2,784,985.47
6) Capital Outlay	6000-6999	57,334.00	67,591.00	40,120.81	94,591.00
7) Other Outgo (excluding Transfers of Indirect Costs)	7100-7299 7400-7499	168,501.00	217,906.00	103,165.14	316,354.00
8) Other Outgo - Transfers of Indirect Costs	7300-7399	(44,816.00)	(44,816.00)	0.00	(45,899.00)
9) TOTAL EXPENDITURES		33,069,188.00	34,073,941.76	19,045,075.33	34,309,047.61
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
		(888,109.00)	(1,011,016.80)	(1,203,363.52)	(1,134,686.73)



Multi Year Projections at Second Interim (January 31, 2017):

	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Beginning Fund Balance	\$7,485,008	\$6,350,321	\$5,399,192
<i>Excess/Deficit</i>	<i>(\$1,134,686)</i>	<i>(\$951,129)</i>	<i>(\$1,181,781)</i>
Ending Fund Balance	\$6,350,321	\$5,399,192	\$4,217,411
Percent of Expenditures	18.5%	16.2%	12.4%

Multi Year Projections at Adopted Budget (June 28, 2016):

	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Beginning Fund Balance	\$6,322,250	\$5,434,241	\$3,923,609
<i>Excess/Deficit</i>	<i>(\$888,109)</i>	<i>(\$1,510,632)</i>	<i>(\$2,362,941)</i>
Ending Fund Balance	\$5,434,241	\$3,923,609	\$1,560,668
Percent of Expenditures	16.4%	12.0%	4.6%

Fund Balance Assignments (October 31, 2016):

<u>Fund Balance Assignments</u>	<u>2016-17</u>
Reserve for Economic Uncertainty (3%)	\$1,029,272
Additional Board Reserve (7%)	\$2,401,632
CalSTRS Liability Reserve	\$800,000
CalPERS Liability Reserve	\$250,000
School Facility & Modernization Reserve	\$1,000,000
Retirement Incentive Reserve	\$179,639
Technology Investment Reserve	\$348,705
Unassigned/Unappropriated	\$218,419

Rescue USD Critical Issues

Passage of Proposition 55

The provisions for increased taxes related to Proposition 30 were expected to sunset in 2016-17. Proposition 55, a measure to renew the tax, was passed by voters in November and is estimated to provide approximately \$600 per ADA in revenue to school districts. This tax is highly volatile because of its connection to capital gains earned in the equity markets.

One-Time Revenues in 2015-16 & 2016-17

The District received approximately \$1.9 million in one-time revenues from the State in 2015-16 and \$946,400 in 2016-17. The District has used these funds to mitigate the structural deficit, invest in professional development and technology, and continue to provide mandated programs and services in the District.

Technology Instruction and Innovation

The District has made strategic investments in technology including infrastructure, devices, personnel, and professional development. The District is investing over a \$1.0 million annually on technology initiatives and technology personnel to support these initiatives throughout the District.

Supplemental Grant Investments

The District is investing over \$900,000 in programs to support English Learners, Low Socio-Economic Students and Foster Youth in 2016-17. This is an increase in programmatic spending from the 2012-13 base of \$136,622.

CALSTRS Contributions

The District has established a \$1 million ending fund balance reserve to account for the increased costs related to the CALSTRS contributions for employers. The District projects this cost to be nearly \$225,000 in additional benefit costs annually, or an approximate 1.85% increase in compensation to certificated employees each year until 2020-21. The District's contribution to the certificated employee pension will increase from 8.25% in 2013-14 to 19.10% in 2020-21.

CALPERS Contributions

The District has reserved \$250,000 for the increased contributions required to be paid by the employer for classified employee pensions. Like CALSTRS, the District's contribution to the classified employee pension will increase at comparable rates in order to stabilize the CALPERS Pension Program.

Proposition 2 – Reserve Restrictions

With the 2014 passage of Proposition 2, school districts will be required to spend down their reserves to no more than twice the statutory minimum reserve requirement when the State enacts the provisions of the "Rainy Day Fund" during a recession or economic downturn. Many districts endeavor to maintain a 17% reserve in order to meet payroll for three months.

District Negotiations

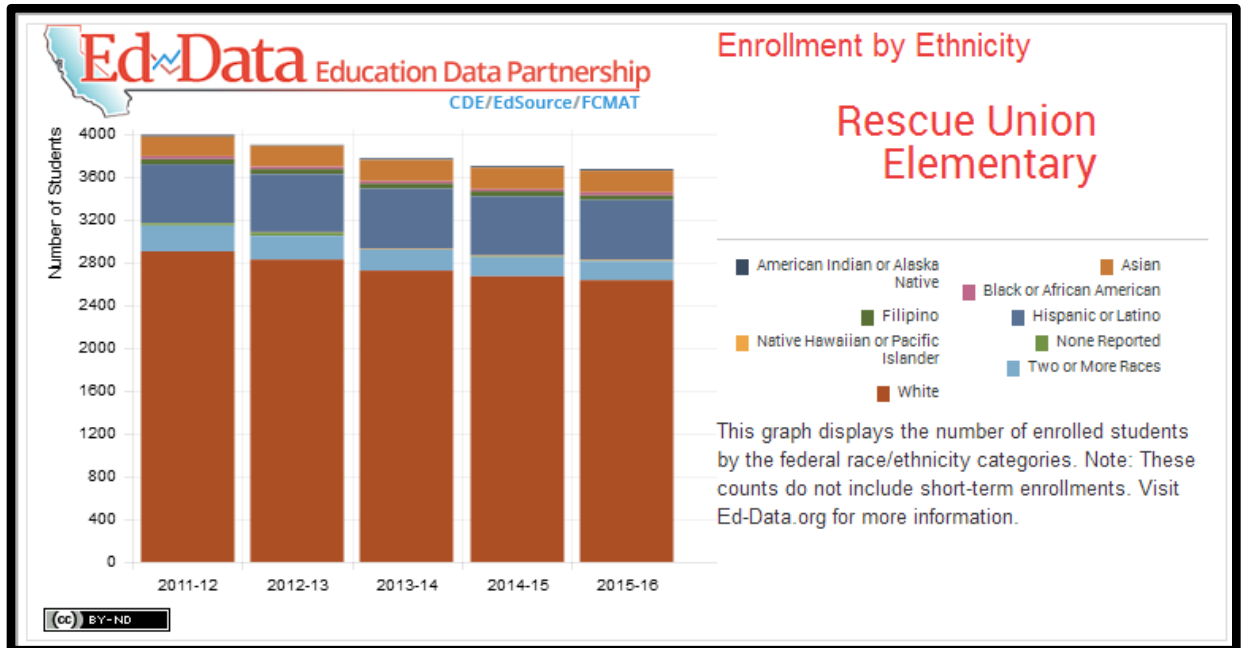
The District has reached a two-year agreement on compensation with the Rescue Union Federation of Teachers (RUFT) and the Rescue Chapter of the California School Employees Association (CSEA) for 2015-16 and 2016-17. The District will be engaged in collective bargaining with RUFT and CSEA on other items in 2016-17.

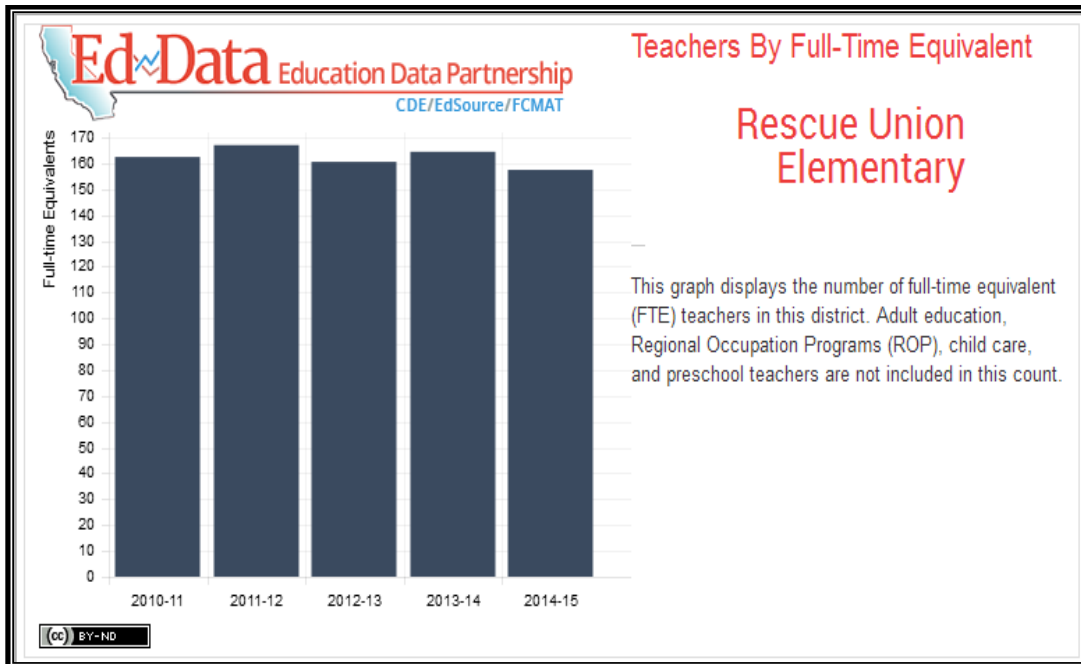
Facilities & Proposition 51

The District has significant facility needs especially with the age of schools like Marina Village, Lake Forest, Jackson, Green Valley and Rescue. The District is actively engaged in maintaining and improving its facilities and has partnered with California Design West Architects to implement the District's Facility Master Plan. Financial resources are limited and the District is dependent on the State to provide the modernization funding that will be required for the Phase I improvements. Proposition 51, a measure to allocate nearly \$9 billion in facility funding for schools, was passed by voters on November ballot and will provide over \$7 million in modernization funding to the District. Unfortunately, there is no source of funding for the Phase II improvements (nearly \$35 million) the District has identified to improve our aging facilities and replace deteriorating interim classrooms (portables).

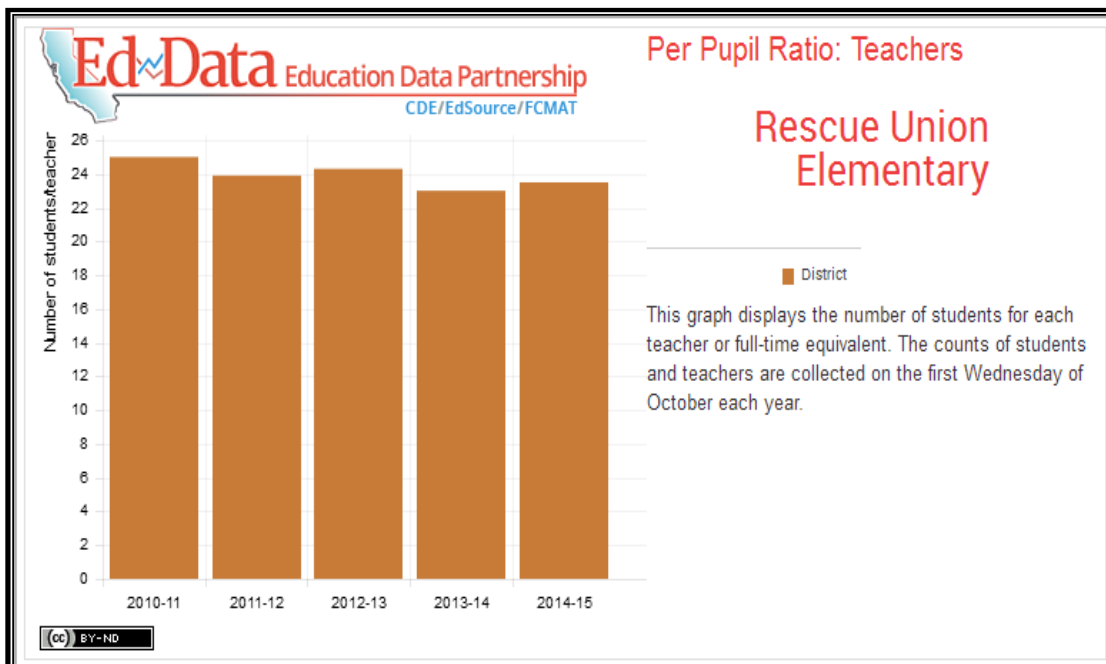
Other Key Assumptions and Investments:

Enrollment:

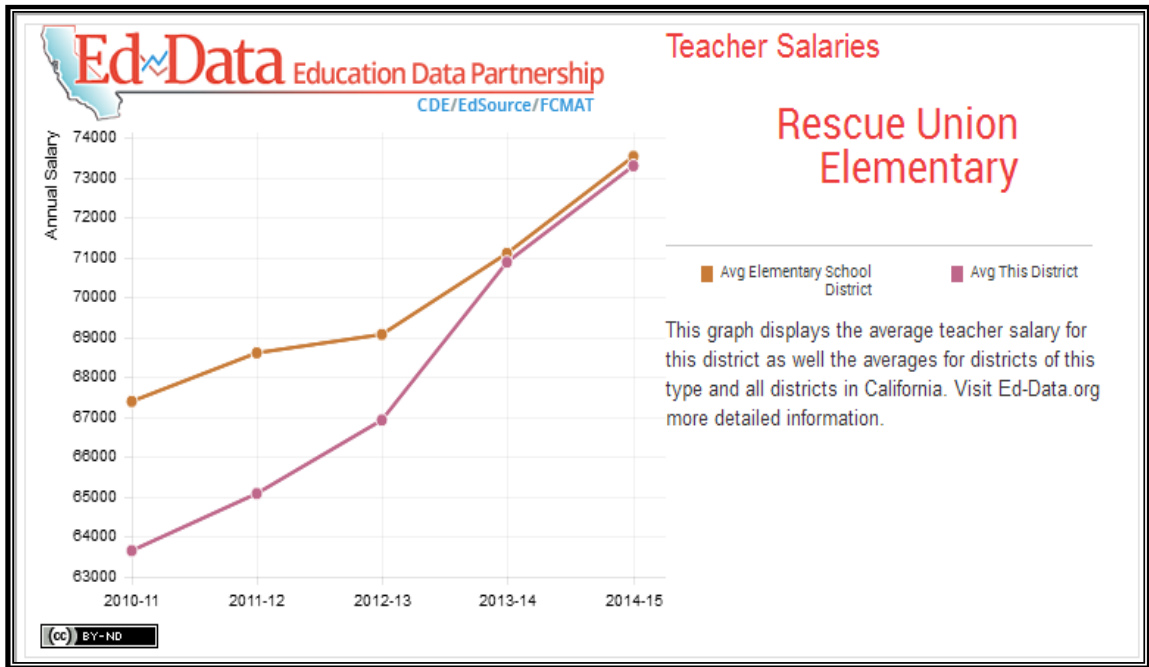




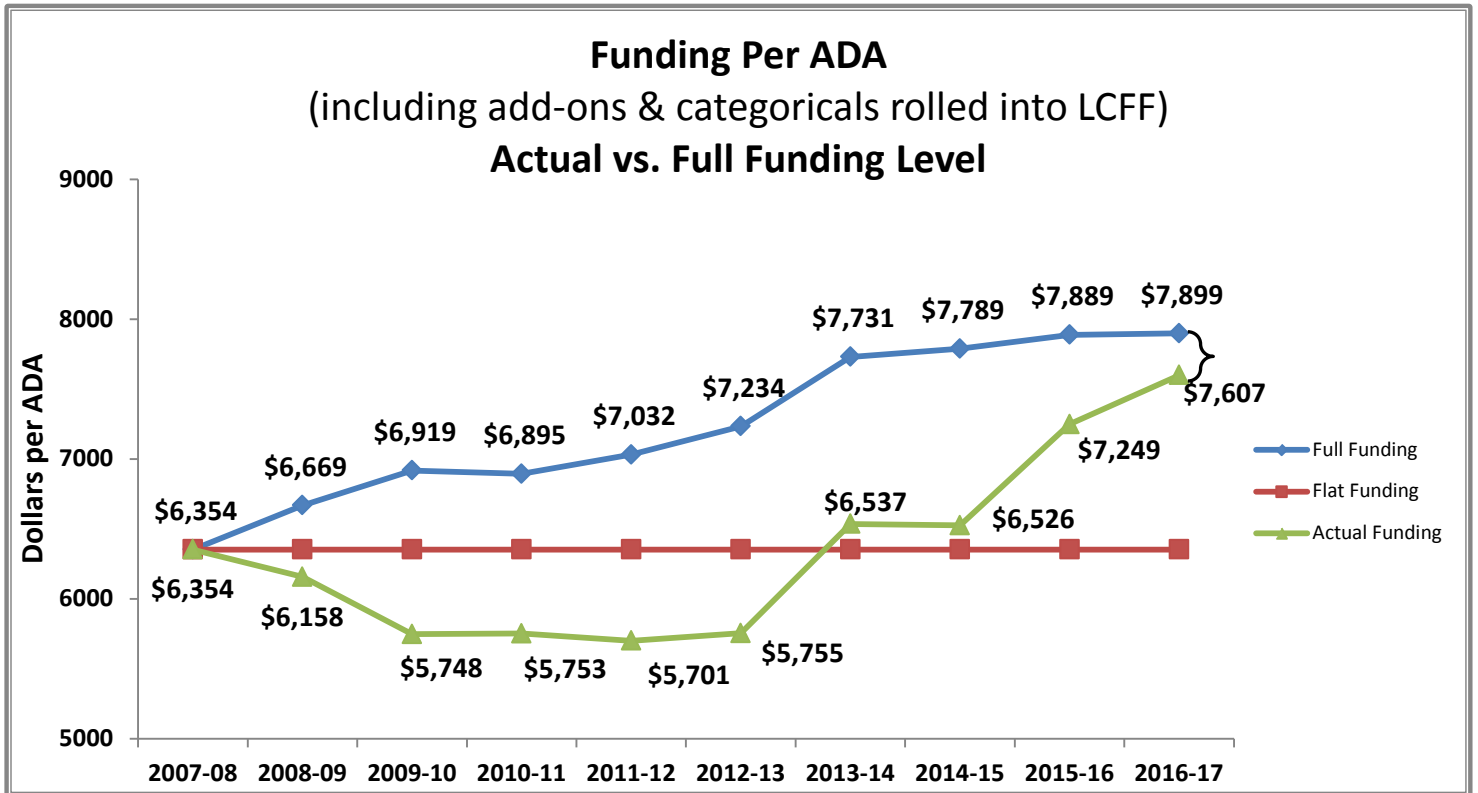
Teacher Per Pupil Ratio:



Compensation:



Funding Per ADA:



Fund 13

At the 2016-17 Second Interim, the Cafeteria Fund projects excess spending of \$111,713. Historically, Food Services has operated in the black at year-end close and the District anticipates this will be the case this year.

Cafeteria Fund – Food Services	<u>2016-17</u>
Beginning Fund Balance	\$241,121
<i>Excess/Deficit</i>	<i>(\$111,713)</i>
Ending Fund Balance	\$130,408

Fund 21

The Building Fund (Measure K) proceeds have been used to enhance the District's facilities and infrastructure. In 2016-17, District staff will close out this fund and pay off any arbitrage that remains. This budget will be updated once the arbitrage data is available from Causey, Demgen & Moore, the auditors who will perform the arbitrage analysis.

Building Fund – Measure K	<u>2016-17</u>
Beginning Fund Balance	\$460,072
<i>Excess/Deficit</i>	<i>(\$59,500)</i>
Ending Fund Balance	\$400,572

Fund 25

The Capital Facilities Fund – Developer Fees is supported by developer fees and is restricted to the construction or reconstruction of facilities related to the growth generated by development.

Capital Facilities Fund – Developer Fees	<u>2016-17</u>
Beginning Fund Balance	\$1,467,768
<i>Excess/Deficit</i>	<i>(\$584,591)</i>
Ending Fund Balance	\$883,177

Fund 35

Fund 35 is the State School Facilities Fund and the balance is restricted to State Building Projects and high priority capital projects. These funds are reserved for land acquisition and State approved capital projects. In 2016-17, funds will be applied to modernization projects at Marina Village Middle School, Lake Forest Elementary School, Green Valley Elementary School, and Rescue Elementary School.

School Facilities Fund – Fund 35	<u>2016-17</u>
Beginning Fund Balance	\$1,618,035
<i>Transfer remaining COP Proceeds to Fund 49</i>	<i>(\$698,667)</i>
<i>Excess/Deficit</i>	<i>(\$915,223)</i>
Ending Fund Balance	\$4,145

Fund 49

Fund 49 accounts for capital projects financed by the El Dorado School Financing Authority Mello-Roos Community Facilities District No. 1. In 2016-17, Fund 49 budgeted expenditures of \$1,230,735 include debt service on the 2010 Certificates of Participation and the modernization/classroom expansion project at Marina Village Middle School. In addition, the El Dorado Union High School District acts as the fiscal agent for the CFD No.1 and maintains an estimated balance for Rescue Union School District of \$2,938,457.

Capital Project Fund – EDSFA CFD #1	<u>2016-17</u>
Beginning Fund Balance	\$1,569,704
<i>Transfer remaining COP Proceeds from Fund 35</i>	<i>\$698,667</i>
<i>Excess/Deficit</i>	<i>(\$1,225,435)</i>
Ending Fund Balance	\$1,042,936

El Dorado School Financing Authority CFD #1 – Funds held at EDUHSD

	<u>2016-17</u>
Beginning Fund Balance	\$2,938,457
<i>Excess/Deficit</i>	<i>(\$2,251,207)</i>
Ending Fund Balance	\$687,250

Fund 51

This fund accounts for the receipt of property taxes to repay the principal and interest on the General Obligation Bond debt service. This fund is restricted in use and cannot be used to pay General Fund expenses. The projected ending balance is \$1,506,270.

Bond Interest & Redemption Fund	<u>2016-17</u>
Beginning Fund Balance	\$1,477,382
<i>Excess/Deficit</i>	<i>\$28,888</i>
Ending Fund Balance	\$1,506,270

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 14, 2017 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Michael "Sid" Albaugh Telephone: (530) 672-4803
Title: Assistant Superintendent Business E-mail: salbaugh@my.rescueusd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF)	Projected LCFF for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2015-16) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?	X	
		• If yes, have there been changes since first interim in OPEB liabilities?	n/a	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:			
		2016-17 Original Budget	2016-17 Board Approved Operating Budget	2016-17 Actuals to Date	2016-17 Projected Totals
011	General Fund/County School Service Fund	GS	GS	GS	GS
091	Charter Schools Special Revenue Fund				
101	Special Education Pass-Through Fund				
111	Adult Education Fund				
121	Child Development Fund				
131	Cafeteria Special Revenue Fund	G	G	G	G
141	Deferred Maintenance Fund				
151	Pupil Transportation Equipment Fund				
171	Special Reserve Fund for Other Than Capital Outlay Projects				
181	School Bus Emissions Reduction Fund				
191	Foundation Special Revenue Fund				
201	Special Reserve Fund for Postemployment Benefits				
211	Building Fund	G	G	G	G
251	Capital Facilities Fund	G	G	G	G
301	State School Building Lease-Purchase Fund				
351	County School Facilities Fund	G	G	G	G
401	Special Reserve Fund for Capital Outlay Projects				
491	Capital Project Fund for Blended Component Units	G	G	G	G
511	Bond Interest and Redemption Fund	G	G	G	G
521	Debt Service Fund for Blended Component Units				
531	Tax Override Fund				
561	Debt Service Fund				
571	Foundation Permanent Fund				
611	Cafeteria Enterprise Fund				
621	Charter Schools Enterprise Fund				
631	Other Enterprise Fund				
661	Warehouse Revolving Fund				
671	Self-Insurance Fund				
711	Retiree Benefit Fund				
731	Foundation Private-Purpose Trust Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				
CHG	Change Order Form				
CI	Interim Certification				S
ICR	Indirect Cost Rate Worksheet				S
MYPI	Multiyear Projections - General Fund				GS
NCMOE	No Child Left Behind Maintenance of Effort				GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	27,208,982.00	27,598,021.00	15,457,812.71	27,619,710.00	21,689.00	0.1%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,469,860.00	1,424,629.87	932,983.82	1,417,312.34	(7,317.53)	-0.5%
4) Other Local Revenue		8600-8799	355,000.00	358,920.01	209,929.85	320,178.39	(38,741.62)	-10.8%
5) TOTAL, REVENUES			29,033,842.00	29,381,570.88	16,600,726.38	29,357,200.73		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	14,301,762.00	14,700,947.00	8,624,413.90	14,647,084.74	53,862.26	0.4%
2) Classified Salaries		2000-2999	4,463,530.00	4,501,153.00	2,461,791.82	4,490,583.23	10,569.77	0.2%
3) Employee Benefits		3000-3999	5,211,136.00	5,098,137.00	2,990,858.04	5,073,650.93	24,486.07	0.5%
4) Books and Supplies		4000-4999	1,290,291.00	1,306,071.31	1,023,496.02	1,315,093.89	(9,022.58)	-0.7%
5) Services and Other Operating Expenditures		5000-5999	1,719,582.00	1,697,073.25	794,615.71	1,683,419.55	13,653.70	0.8%
6) Capital Outlay		6000-6999	0.00	9,245.00	9,244.99	21,245.00	(12,000.00)	-129.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	102,078.00	107,518.00	56,380.00	156,113.00	(48,595.00)	-45.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(223,016.00)	(230,794.51)	0.00	(231,963.51)	1,169.00	-0.5%
9) TOTAL, EXPENDITURES			26,865,363.00	27,189,350.05	15,960,800.48	27,155,226.83		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			2,168,479.00	2,192,220.83	639,925.90	2,201,973.90		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(2,475,968.00)	(2,409,575.00)	0.00	(2,592,015.00)	(182,440.00)	7.6%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,475,968.00)	(2,409,575.00)	0.00	(2,592,015.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(307,489.00)	(217,354.17)	639,925.90	(390,041.10)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	6,623,784.07	6,623,784.07		6,623,784.07	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,623,784.07	6,623,784.07		6,623,784.07		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,623,784.07	6,623,784.07		6,623,784.07		
2) Ending Balance, June 30 (E + F1e)			6,316,295.07	6,406,429.90		6,233,742.97		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	6,075.00	6,075.00		6,075.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	4,408,034.69	4,986,471.68		4,979,976.31		
Additional 7% Board Desired Reserve	0000	9780	2,314,843.00					
Retirement Incentive Reserve (17-18 &	0000	9780	179,639.00					
CalSTRS Liability Reserve	0000	9780	800,000.00					
CalPERS Liability Reserve	0000	9780	200,000.00					
School Facilities & Modernization Rese	0000	9780	551,466.28					
Technology	1100	9780	362,086.41					
Additional 7% Board Desired Reserve	0000	9780		2,388,884.00				
Retirement Incentive Reserve (17-18 &	0000	9780		179,639.00				
CalSTRS Liability Reserve	0000	9780		800,000.00				
CalPERS Liability Reserve	0000	9780		250,000.00				
School Facilities & Modernization Rese	0000	9780		1,000,000.00				
Technology	1100	9780		367,948.68				
Additional 7% Board Desired Reserve	0000	9780				2,401,632.16		
Retirement Incentive Reserve (17-18 &	0000	9780				179,639.00		
CalSTRS Liability Reserve	0000	9780				800,000.00		
CalPERS Liability Reserve	0000	9780				250,000.00		
School Facilities & Modernization Rese	0000	9780				1,000,000.00		
Technology	1100	9780				348,705.15		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	992,076.00	1,023,808.00		1,029,272.00		
Unassigned/Unappropriated Amount		9790	910,109.38	390,075.22		218,419.66		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	12,504,598.00	12,325,261.00	7,266,704.00	12,261,610.00	(63,651.00)	-0.5%
Education Protection Account State Aid - Current Year		8012	4,631,312.00	4,506,158.00	2,253,079.00	4,572,987.00	66,829.00	1.5%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	82,592.00	83,298.00	42,908.17	83,298.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	8,274,652.00	8,725,176.00	4,784,126.90	8,725,176.00	0.00	0.0%
Unsecured Roll Taxes		8042	187,658.00	165,782.00	168,592.20	168,593.00	2,811.00	1.7%
Prior Years' Taxes		8043	6,501.00	1.00	(6,615.44)	1.00	0.00	0.0%
Supplemental Taxes		8044	207,908.00	211,570.00	100,745.59	208,494.00	(3,076.00)	-1.5%
Education Revenue Augmentation Fund (ERAF)		8045	1,414,052.00	1,685,765.00	844,805.00	1,685,765.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	2,400.00	3,203.00	3,467.29	3,468.00	265.00	8.3%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			27,311,673.00	27,706,214.00	15,457,812.71	27,709,392.00	3,178.00	0.0%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(102,691.00)	(108,193.00)	0.00	(89,682.00)	18,511.00	-17.1%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			27,208,982.00	27,598,021.00	15,457,812.71	27,619,710.00	21,689.00	0.1%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290						
NCLB: Title I, Part D, Local Delinquent Program	3025	8290						
NCLB: Title II, Part A, Teacher Quality	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290						
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290						
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other No Child Left Behind	3012-3020, 3030-3199, 4036-4126, 5510	8290						
Vocational and Applied Technology Education	3500-3699	8290						
Safe and Drug Free Schools	3700-3799	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	946,400.00	864,389.00	736,547.00	866,356.00	1,967.00	0.2%
Lottery - Unrestricted and Instructional Materials		8560	523,460.00	552,452.53	188,648.48	543,168.00	(9,284.53)	-1.7%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
Quality Education Investment Act	7400	8590						
Common Core State Standards Implementation	7405	8590						
All Other State Revenue	All Other	8590	0.00	7,788.34	7,788.34	7,788.34	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,469,860.00	1,424,629.87	932,983.82	1,417,312.34	(7,317.53)	-0.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	160,000.00	160,000.00	99,355.88	160,000.00	0.00	0.0%
Interest		8660	20,000.00	20,000.00	16,869.08	20,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	125,000.00	125,699.00	83,574.35	125,699.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	50,000.00	53,221.01	10,130.54	14,479.39	(38,741.62)	-72.8%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			355,000.00	358,920.01	209,929.85	320,178.39	(38,741.62)	-10.8%
TOTAL, REVENUES			29,033,842.00	29,381,570.88	16,600,726.38	29,357,200.73	(24,370.15)	-0.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	12,374,989.00	12,700,310.00	7,489,666.84	12,666,685.76	33,624.24	0.3%
Certificated Pupil Support Salaries		1200	351,611.00	362,485.00	211,629.40	353,679.00	8,806.00	2.4%
Certificated Supervisors' and Administrators' Salaries		1300	1,498,232.00	1,561,272.00	904,717.66	1,553,439.98	7,832.02	0.5%
Other Certificated Salaries		1900	76,930.00	76,880.00	18,400.00	73,280.00	3,600.00	4.7%
TOTAL, CERTIFICATED SALARIES			14,301,762.00	14,700,947.00	8,624,413.90	14,647,084.74	53,862.26	0.4%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	156,046.00	205,599.00	106,761.79	207,902.93	(2,303.93)	-1.1%
Classified Support Salaries		2200	2,149,478.00	2,124,579.00	1,210,913.24	2,110,563.85	14,015.15	0.7%
Classified Supervisors' and Administrators' Salaries		2300	466,638.00	459,543.00	270,747.74	464,139.08	(4,596.08)	-1.0%
Clerical, Technical and Office Salaries		2400	1,186,088.00	1,197,583.00	703,639.13	1,199,596.37	(2,013.37)	-0.2%
Other Classified Salaries		2900	505,280.00	513,849.00	169,729.92	508,381.00	5,468.00	1.1%
TOTAL, CLASSIFIED SALARIES			4,463,530.00	4,501,153.00	2,461,791.82	4,490,583.23	10,569.77	0.2%
EMPLOYEE BENEFITS								
STRS		3101-3102	1,796,255.00	1,844,320.00	1,079,430.10	1,840,351.30	3,968.70	0.2%
PERS		3201-3202	556,876.00	558,865.00	302,819.67	546,061.35	12,803.65	2.3%
OASDI/Medicare/Alternative		3301-3302	555,009.00	529,601.00	291,259.15	525,079.60	4,521.40	0.9%
Health and Welfare Benefits		3401-3402	1,924,037.00	1,778,537.00	1,048,810.56	1,776,078.24	2,458.76	0.1%
Unemployment Insurance		3501-3502	9,377.00	9,611.00	5,535.76	9,590.48	20.52	0.2%
Workers' Compensation		3601-3602	254,958.00	260,604.00	150,206.00	259,351.20	1,252.80	0.5%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	114,624.00	116,599.00	112,796.80	117,138.76	(539.76)	-0.5%
TOTAL, EMPLOYEE BENEFITS			5,211,136.00	5,098,137.00	2,990,858.04	5,073,650.93	24,486.07	0.5%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	690,000.00	690,000.00	686,431.21	690,012.00	(12.00)	0.0%
Books and Other Reference Materials		4200	6,770.00	8,233.30	4,879.89	14,246.14	(6,012.84)	-73.0%
Materials and Supplies		4300	527,622.00	507,012.01	254,465.23	512,678.75	(5,666.74)	-1.1%
Noncapitalized Equipment		4400	65,899.00	100,826.00	77,719.69	98,157.00	2,669.00	2.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,290,291.00	1,306,071.31	1,023,496.02	1,315,093.89	(9,022.58)	-0.7%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	73,676.00	71,173.00	30,129.84	88,251.22	(17,078.22)	-24.0%
Dues and Memberships		5300	11,250.00	16,664.00	16,055.60	20,418.00	(3,754.00)	-22.5%
Insurance		5400-5450	124,029.00	124,029.00	57,620.29	124,029.00	0.00	0.0%
Operations and Housekeeping Services		5500	764,400.00	764,800.00	410,092.98	764,800.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	139,950.00	151,099.00	67,147.82	144,948.00	6,151.00	4.1%
Transfers of Direct Costs		5710	(26,170.00)	(52,396.75)	(24,884.93)	(62,543.22)	10,146.47	-19.4%
Transfers of Direct Costs - Interfund		5750	(5,915.00)	(5,544.00)	(1,176.29)	(5,544.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	492,896.00	481,459.00	199,200.02	464,269.55	17,189.45	3.6%
Communications		5900	145,466.00	145,790.00	40,430.38	144,791.00	999.00	0.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,719,582.00	1,697,073.25	794,615.71	1,683,419.55	13,653.70	0.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	9,245.00	9,244.99	21,245.00	(12,000.00)	-129.8%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	9,245.00	9,244.99	21,245.00	(12,000.00)	-129.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	102,078.00	107,518.00	56,380.00	156,113.00	(48,595.00)	-45.2%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			102,078.00	107,518.00	56,380.00	156,113.00	(48,595.00)	-45.2%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(178,200.00)	(185,978.51)	0.00	(186,064.51)	86.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(44,816.00)	(44,816.00)	0.00	(45,899.00)	1,083.00	-2.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(223,016.00)	(230,794.51)	0.00	(231,963.51)	1,169.00	-0.5%
TOTAL, EXPENDITURES			26,865,363.00	27,189,350.05	15,960,800.48	27,155,226.83	34,123.22	0.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(2,475,968.00)	(2,409,575.00)	0.00	(2,592,015.00)	(182,440.00)	7.6%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(2,475,968.00)	(2,409,575.00)	0.00	(2,592,015.00)	(182,440.00)	7.6%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(2,475,968.00)	(2,409,575.00)	0.00	(2,592,015.00)	(182,440.00)	7.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	568,163.00	604,777.85	105,460.00	604,689.85	(88.00)	0.0%
3) Other State Revenue		8300-8599	1,632,261.00	1,728,244.28	100,516.00	1,729,927.00	1,682.72	0.1%
4) Other Local Revenue		8600-8799	946,813.00	1,348,331.95	1,035,009.43	1,482,543.30	134,211.35	10.0%
5) TOTAL, REVENUES			3,147,237.00	3,681,354.08	1,240,985.43	3,817,160.15		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	1,373,365.00	1,398,989.74	791,406.51	1,404,884.33	(5,894.59)	-0.4%
2) Classified Salaries		2000-2999	1,255,058.00	1,234,463.00	726,534.28	1,259,803.90	(25,340.90)	-2.1%
3) Employee Benefits		3000-3999	2,103,562.00	1,956,231.43	442,743.87	1,958,985.90	(2,754.47)	-0.1%
4) Books and Supplies		4000-4999	654,008.00	953,529.15	559,189.38	1,008,929.22	(55,400.07)	-5.8%
5) Services and Other Operating Expenditures		5000-5999	515,875.00	986,665.88	486,739.85	1,101,565.92	(114,900.04)	-11.6%
6) Capital Outlay		6000-6999	57,334.00	58,346.00	30,875.82	73,346.00	(15,000.00)	-25.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	66,423.00	110,388.00	46,785.14	160,241.00	(49,853.00)	-45.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	178,200.00	185,978.51	0.00	186,064.51	(86.00)	0.0%
9) TOTAL, EXPENDITURES			6,203,825.00	6,884,591.71	3,084,274.85	7,153,820.78		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(3,056,588.00)	(3,203,237.63)	(1,843,289.42)	(3,336,660.63)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	2,475,968.00	2,409,575.00	0.00	2,592,015.00	182,440.00	7.6%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,475,968.00	2,409,575.00	0.00	2,592,015.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(580,620.00)	(793,662.63)	(1,843,289.42)	(744,645.63)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	861,224.20	861,224.20		861,224.20	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			861,224.20	861,224.20		861,224.20		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			861,224.20	861,224.20		861,224.20		
2) Ending Balance, June 30 (E + F1e)			280,604.20	67,561.57		116,578.57		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	280,604.20	67,561.57		116,578.57		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	252,417.00	252,129.00	0.00	252,293.00	164.00	0.1%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	10,400.00	13,211.00	0.00	13,266.00	55.00	0.4%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	199,514.00	229,075.01	79,480.01	232,190.01	3,115.00	1.4%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	60,688.00	63,378.00	15,838.00	63,350.00	(28.00)	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290	1,750.00	3,590.84	545.84	3,590.84	0.00	0.0%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other No Child Left Behind	3012-3020, 3030-3199, 4036-4126, 5510	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	43,394.00	43,394.00	9,596.15	40,000.00	(3,394.00)	-7.8%
TOTAL, FEDERAL REVENUE			568,163.00	604,777.85	105,460.00	604,689.85	(88.00)	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	153,299.00	181,681.28	14,940.00	183,330.00	1,648.72	0.9%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	120,500.00	188,101.00	0.00	188,135.00	34.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,358,462.00	1,358,462.00	85,576.00	1,358,462.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,632,261.00	1,728,244.28	100,516.00	1,729,927.00	1,682.72	0.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	9,004.00	7,360.00	0.00	7,360.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustm		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	3,000.00	274,968.95	488,854.51	518,363.30	243,394.35	88.5%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	934,809.00	1,066,003.00	546,154.92	956,820.00	(109,183.00)	-10.2%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			946,813.00	1,348,331.95	1,035,009.43	1,482,543.30	134,211.35	10.0%
TOTAL, REVENUES			3,147,237.00	3,681,354.08	1,240,985.43	3,817,160.15	135,806.07	3.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	902,941.00	937,674.05	535,367.17	940,503.97	(2,829.92)	-0.3%
Certificated Pupil Support Salaries		1200	53,374.00	58,230.40	36,063.99	58,770.91	(540.51)	-0.9%
Certificated Supervisors' and Administrators' Salaries		1300	392,150.00	367,535.29	217,375.35	370,059.45	(2,524.16)	-0.7%
Other Certificated Salaries		1900	24,900.00	35,550.00	2,600.00	35,550.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			1,373,365.00	1,398,989.74	791,406.51	1,404,884.33	(5,894.59)	-0.4%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	851,857.00	842,221.00	494,287.79	849,485.79	(7,264.79)	-0.9%
Classified Support Salaries		2200	300,869.00	297,184.00	173,381.37	296,188.79	995.21	0.3%
Classified Supervisors' and Administrators' Salaries		2300	31,426.00	24,572.00	17,393.68	42,933.88	(18,361.88)	-74.7%
Clerical, Technical and Office Salaries		2400	70,906.00	70,486.00	41,471.44	71,195.44	(709.44)	-1.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,255,058.00	1,234,463.00	726,534.28	1,259,803.90	(25,340.90)	-2.1%
EMPLOYEE BENEFITS								
STRS		3101-3102	1,364,243.00	1,365,141.78	99,828.74	1,365,254.78	(113.00)	0.0%
PERS		3201-3202	167,442.00	156,211.00	90,331.90	158,362.56	(2,151.56)	-1.4%
OASDI/Medicare/Alternative		3301-3302	113,854.00	104,784.62	60,952.35	106,791.13	(2,006.51)	-1.9%
Health and Welfare Benefits		3401-3402	321,041.00	292,746.27	170,356.04	290,873.08	1,873.19	0.6%
Unemployment Insurance		3501-3502	1,320.00	1,337.14	759.54	1,342.21	(5.07)	-0.4%
Workers' Compensation		3601-3602	135,662.00	36,010.62	20,515.30	36,362.14	(351.52)	-1.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			2,103,562.00	1,956,231.43	442,743.87	1,958,985.90	(2,754.47)	-0.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	263,299.00	326,407.70	289,826.25	328,056.42	(1,648.72)	-0.5%
Books and Other Reference Materials		4200	0.00	37,551.03	28,307.80	52,728.67	(15,177.64)	-40.4%
Materials and Supplies		4300	346,678.00	471,849.75	199,391.49	513,750.59	(41,900.84)	-8.9%
Noncapitalized Equipment		4400	44,031.00	117,720.67	41,663.84	114,393.54	3,327.13	2.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			654,008.00	953,529.15	559,189.38	1,008,929.22	(55,400.07)	-5.8%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	26,646.00	45,269.00	0.00	45,269.00	0.00	0.0%
Travel and Conferences		5200	90,061.00	125,199.15	41,836.50	129,860.35	(4,661.20)	-3.7%
Dues and Memberships		5300	616.00	1,563.00	1,347.00	1,771.00	(208.00)	-13.3%
Insurance		5400-5450	11,020.00	11,020.00	12,155.81	12,156.00	(1,136.00)	-10.3%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	79,714.00	82,164.41	31,044.94	79,119.41	3,045.00	3.7%
Transfers of Direct Costs		5710	26,170.00	52,396.75	24,884.93	62,543.22	(10,146.47)	-19.4%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	279.00	279.00	(279.00)	New
Professional/Consulting Services and Operating Expenditures		5800	280,393.00	668,023.57	374,964.19	769,537.94	(101,514.37)	-15.2%
Communications		5900	1,255.00	1,030.00	227.48	1,030.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			515,875.00	986,665.88	486,739.85	1,101,565.92	(114,900.04)	-11.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	14,349.00	14,349.00	7,950.75	14,349.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	27,997.00	27,997.00	0.00	27,997.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	14,988.00	16,000.00	22,925.07	31,000.00	(15,000.00)	-93.8%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			57,334.00	58,346.00	30,875.82	73,346.00	(15,000.00)	-25.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	66,423.00	110,388.00	46,785.14	160,241.00	(49,853.00)	-45.2%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			66,423.00	110,388.00	46,785.14	160,241.00	(49,853.00)	-45.2%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	178,200.00	185,978.51	0.00	186,064.51	(86.00)	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			178,200.00	185,978.51	0.00	186,064.51	(86.00)	0.0%
TOTAL, EXPENDITURES			6,203,825.00	6,884,591.71	3,084,274.85	7,153,820.78	(269,229.07)	-3.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	2,475,968.00	2,409,575.00	0.00	2,592,015.00	182,440.00	7.6%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			2,475,968.00	2,409,575.00	0.00	2,592,015.00	182,440.00	7.6%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			2,475,968.00	2,409,575.00	0.00	2,592,015.00	(182,440.00)	7.6%

2016-17 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	27,208,982.00	27,598,021.00	15,457,812.71	27,619,710.00	21,689.00	0.1%
2) Federal Revenue		8100-8299	568,163.00	604,777.85	105,460.00	604,689.85	(88.00)	0.0%
3) Other State Revenue		8300-8599	3,102,121.00	3,152,874.15	1,033,499.82	3,147,239.34	(5,634.81)	-0.2%
4) Other Local Revenue		8600-8799	1,301,813.00	1,707,251.96	1,244,939.28	1,802,721.69	95,469.73	5.6%
5) TOTAL, REVENUES			32,181,079.00	33,062,924.96	17,841,711.81	33,174,360.88		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	15,675,127.00	16,099,936.74	9,415,820.41	16,051,969.07	47,967.67	0.3%
2) Classified Salaries		2000-2999	5,718,588.00	5,735,616.00	3,188,326.10	5,750,387.13	(14,771.13)	-0.3%
3) Employee Benefits		3000-3999	7,314,698.00	7,054,368.43	3,433,601.91	7,032,636.83	21,731.60	0.3%
4) Books and Supplies		4000-4999	1,944,299.00	2,259,600.46	1,582,685.40	2,324,023.11	(64,422.65)	-2.9%
5) Services and Other Operating Expenditures		5000-5999	2,235,457.00	2,683,739.13	1,281,355.56	2,784,985.47	(101,246.34)	-3.8%
6) Capital Outlay		6000-6999	57,334.00	67,591.00	40,120.81	94,591.00	(27,000.00)	-39.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	168,501.00	217,906.00	103,165.14	316,354.00	(98,448.00)	-45.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(44,816.00)	(44,816.00)	0.00	(45,899.00)	1,083.00	-2.4%
9) TOTAL, EXPENDITURES			33,069,188.00	34,073,941.76	19,045,075.33	34,309,047.61		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(888,109.00)	(1,011,016.80)	(1,203,363.52)	(1,134,686.73)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(888,109.00)	(1,011,016.80)	(1,203,363.52)	(1,134,686.73)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	7,485,008.27	7,485,008.27		7,485,008.27	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,485,008.27	7,485,008.27		7,485,008.27		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,485,008.27	7,485,008.27		7,485,008.27		
2) Ending Balance, June 30 (E + F1e)			6,596,899.27	6,473,991.47		6,350,321.54		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	6,075.00	6,075.00		6,075.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	280,604.20	67,561.57		116,578.57		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	4,408,034.69	4,986,471.68		4,979,976.31		
Additional 7% Board Desired Reserve	0000	9780	2,314,843.00					
Retirement Incentive Reserve (17-18 &	0000	9780	179,639.00					
CalSTRS Liability Reserve	0000	9780	800,000.00					
CalPERS Liability Reserve	0000	9780	200,000.00					
School Facilities & Modernization Rese	0000	9780	551,466.28					
Technology	1100	9780	362,086.41					
Additional 7% Board Desired Reserve	0000	9780		2,388,884.00				
Retirement Incentive Reserve (17-18 &	0000	9780		179,639.00				
CalSTRS Liability Reserve	0000	9780		800,000.00				
CalPERS Liability Reserve	0000	9780		250,000.00				
School Facilities & Modernization Rese	0000	9780		1,000,000.00				
Technology	1100	9780		367,948.68				
Additional 7% Board Desired Reserve	0000	9780				2,401,632.16		
Retirement Incentive Reserve (17-18 &	0000	9780				179,639.00		
CalSTRS Liability Reserve	0000	9780				800,000.00		
CalPERS Liability Reserve	0000	9780				250,000.00		
School Facilities & Modernization Rese	0000	9780				1,000,000.00		
Technology	1100	9780				348,705.15		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	992,076.00	1,023,808.00		1,029,272.00		
Unassigned/Unappropriated Amount		9790	910,109.38	390,075.22		218,419.66		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	12,504,598.00	12,325,261.00	7,266,704.00	12,261,610.00	(63,651.00)	-0.5%
Education Protection Account State Aid - Current Year		8012	4,631,312.00	4,506,158.00	2,253,079.00	4,572,987.00	66,829.00	1.5%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	82,592.00	83,298.00	42,908.17	83,298.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	8,274,652.00	8,725,176.00	4,784,126.90	8,725,176.00	0.00	0.0%
Unsecured Roll Taxes		8042	187,658.00	165,782.00	168,592.20	168,593.00	2,811.00	1.7%
Prior Years' Taxes		8043	6,501.00	1.00	(6,615.44)	1.00	0.00	0.0%
Supplemental Taxes		8044	207,908.00	211,570.00	100,745.59	208,494.00	(3,076.00)	-1.5%
Education Revenue Augmentation Fund (ERAF)		8045	1,414,052.00	1,685,765.00	844,805.00	1,685,765.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	2,400.00	3,203.00	3,467.29	3,468.00	265.00	8.3%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			27,311,673.00	27,706,214.00	15,457,812.71	27,709,392.00	3,178.00	0.0%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(102,691.00)	(108,193.00)	0.00	(89,682.00)	18,511.00	-17.1%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			27,208,982.00	27,598,021.00	15,457,812.71	27,619,710.00	21,689.00	0.1%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	252,417.00	252,129.00	0.00	252,293.00	164.00	0.1%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	10,400.00	13,211.00	0.00	13,266.00	55.00	0.4%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	199,514.00	229,075.01	79,480.01	232,190.01	3,115.00	1.4%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	60,688.00	63,378.00	15,838.00	63,350.00	(28.00)	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290	1,750.00	3,590.84	545.84	3,590.84	0.00	0.0%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other No Child Left Behind	3012-3020, 3030-3199, 4036-4126, 5510	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	43,394.00	43,394.00	9,596.15	40,000.00	(3,394.00)	-7.8%
TOTAL, FEDERAL REVENUE			568,163.00	604,777.85	105,460.00	604,689.85	(88.00)	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	946,400.00	864,389.00	736,547.00	866,356.00	1,967.00	0.2%
Lottery - Unrestricted and Instructional Materials		8560	676,759.00	734,133.81	203,588.48	726,498.00	(7,635.81)	-1.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	120,500.00	188,101.00	0.00	188,135.00	34.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,358,462.00	1,366,250.34	93,364.34	1,366,250.34	0.00	0.0%
TOTAL, OTHER STATE REVENUE			3,102,121.00	3,152,874.15	1,033,499.82	3,147,239.34	(5,634.81)	-0.2%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	160,000.00	160,000.00	99,355.88	160,000.00	0.00	0.0%
Interest		8660	20,000.00	20,000.00	16,869.08	20,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	125,000.00	125,699.00	83,574.35	125,699.00	0.00	0.0%
Interagency Services		8677	9,004.00	7,360.00	0.00	7,360.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	53,000.00	328,189.96	498,985.05	532,842.69	204,652.73	62.4%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	934,809.00	1,066,003.00	546,154.92	956,820.00	(109,183.00)	-10.2%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,301,813.00	1,707,251.96	1,244,939.28	1,802,721.69	95,469.73	5.6%
TOTAL, REVENUES			32,181,079.00	33,062,924.96	17,841,711.81	33,174,360.88	111,435.92	0.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	13,277,930.00	13,637,984.05	8,025,034.01	13,607,189.73	30,794.32	0.2%
Certificated Pupil Support Salaries		1200	404,985.00	420,715.40	247,693.39	412,449.91	8,265.49	2.0%
Certificated Supervisors' and Administrators' Salaries		1300	1,890,382.00	1,928,807.29	1,122,093.01	1,923,499.43	5,307.86	0.3%
Other Certificated Salaries		1900	101,830.00	112,430.00	21,000.00	108,830.00	3,600.00	3.2%
TOTAL, CERTIFICATED SALARIES			15,675,127.00	16,099,936.74	9,415,820.41	16,051,969.07	47,967.67	0.3%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,007,903.00	1,047,820.00	601,049.58	1,057,388.72	(9,568.72)	-0.9%
Classified Support Salaries		2200	2,450,347.00	2,421,763.00	1,384,294.61	2,406,752.64	15,010.36	0.6%
Classified Supervisors' and Administrators' Salaries		2300	498,064.00	484,115.00	288,141.42	507,072.96	(22,957.96)	-4.7%
Clerical, Technical and Office Salaries		2400	1,256,994.00	1,268,069.00	745,110.57	1,270,791.81	(2,722.81)	-0.2%
Other Classified Salaries		2900	505,280.00	513,849.00	169,729.92	508,381.00	5,468.00	1.1%
TOTAL, CLASSIFIED SALARIES			5,718,588.00	5,735,616.00	3,188,326.10	5,750,387.13	(14,771.13)	-0.3%
EMPLOYEE BENEFITS								
STRS		3101-3102	3,160,498.00	3,209,461.78	1,179,258.84	3,205,606.08	3,855.70	0.1%
PERS		3201-3202	724,318.00	715,076.00	393,151.57	704,423.91	10,652.09	1.5%
OASDI/Medicare/Alternative		3301-3302	668,863.00	634,385.62	352,211.50	631,870.73	2,514.89	0.4%
Health and Welfare Benefits		3401-3402	2,245,078.00	2,071,283.27	1,219,166.60	2,066,951.32	4,331.95	0.2%
Unemployment Insurance		3501-3502	10,697.00	10,948.14	6,295.30	10,932.69	15.45	0.1%
Workers' Compensation		3601-3602	390,620.00	296,614.62	170,721.30	295,713.34	901.28	0.3%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	114,624.00	116,599.00	112,796.80	117,138.76	(539.76)	-0.5%
TOTAL, EMPLOYEE BENEFITS			7,314,698.00	7,054,368.43	3,433,601.91	7,032,636.83	21,731.60	0.3%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	953,299.00	1,016,407.70	976,257.46	1,018,068.42	(1,660.72)	-0.2%
Books and Other Reference Materials		4200	6,770.00	45,784.33	33,187.69	66,974.81	(21,190.48)	-46.3%
Materials and Supplies		4300	874,300.00	978,861.76	453,856.72	1,026,429.34	(47,567.58)	-4.9%
Noncapitalized Equipment		4400	109,930.00	218,546.67	119,383.53	212,550.54	5,996.13	2.7%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,944,299.00	2,259,600.46	1,582,685.40	2,324,023.11	(64,422.65)	-2.9%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	26,646.00	45,269.00	0.00	45,269.00	0.00	0.0%
Travel and Conferences		5200	163,737.00	196,372.15	71,966.34	218,111.57	(21,739.42)	-11.1%
Dues and Memberships		5300	11,866.00	18,227.00	17,402.60	22,189.00	(3,962.00)	-21.7%
Insurance		5400-5450	135,049.00	135,049.00	69,776.10	136,185.00	(1,136.00)	-0.8%
Operations and Housekeeping Services		5500	764,400.00	764,800.00	410,092.98	764,800.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	219,664.00	233,263.41	98,192.76	224,067.41	9,196.00	3.9%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(5,915.00)	(5,544.00)	(897.29)	(5,265.00)	(279.00)	5.0%
Professional/Consulting Services and Operating Expenditures		5800	773,289.00	1,149,482.57	574,164.21	1,233,807.49	(84,324.92)	-7.3%
Communications		5900	146,721.00	146,820.00	40,657.86	145,821.00	999.00	0.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,235,457.00	2,683,739.13	1,281,355.56	2,784,985.47	(101,246.34)	-3.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	14,349.00	14,349.00	7,950.75	14,349.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	27,997.00	27,997.00	0.00	27,997.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	14,988.00	25,245.00	32,170.06	52,245.00	(27,000.00)	-107.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			57,334.00	67,591.00	40,120.81	94,591.00	(27,000.00)	-39.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	168,501.00	217,906.00	103,165.14	316,354.00	(98,448.00)	-45.2%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			168,501.00	217,906.00	103,165.14	316,354.00	(98,448.00)	-45.2%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(44,816.00)	(44,816.00)	0.00	(45,899.00)	1,083.00	-2.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(44,816.00)	(44,816.00)	0.00	(45,899.00)	1,083.00	-2.4%
TOTAL, EXPENDITURES			33,069,188.00	34,073,941.76	19,045,075.33	34,309,047.61	(235,105.85)	-0.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2016-17 Projected Year Totals
6264	Educator Effectiveness	67,561.57
9010	Other Restricted Local	49,017.00
Total, Restricted Balance		<u>116,578.57</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	312,642.00	312,642.00	129,702.91	312,642.00	0.00	0.0%
3) Other State Revenue		8300-8599	21,640.00	21,640.00	8,569.17	21,640.00	0.00	0.0%
4) Other Local Revenue		8600-8799	654,550.00	654,797.50	240,648.54	654,836.19	38.69	0.0%
5) TOTAL, REVENUES			988,832.00	989,079.50	378,920.62	989,118.19		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	407,045.00	408,277.00	243,848.06	412,121.00	(3,844.00)	-0.9%
3) Employee Benefits		3000-3999	126,223.00	112,734.00	63,575.98	126,935.04	(14,201.04)	-12.6%
4) Books and Supplies		4000-4999	419,185.00	424,185.00	217,608.90	423,691.96	493.04	0.1%
5) Services and Other Operating Expenditures		5000-5999	78,316.00	78,001.00	26,412.43	85,184.00	(7,183.00)	-9.2%
6) Capital Outlay		6000-6999	7,000.00	7,000.00	4,976.64	7,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	44,816.00	44,816.00	0.00	45,899.00	(1,083.00)	-2.4%
9) TOTAL, EXPENDITURES			1,082,585.00	1,075,013.00	556,422.01	1,100,831.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(93,753.00)	(85,933.50)	(177,501.39)	(111,712.81)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(93,753.00)	(85,933.50)	(177,501.39)	(111,712.81)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	242,121.60	242,121.60		242,121.60	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			242,121.60	242,121.60		242,121.60		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			242,121.60	242,121.60		242,121.60		
2) Ending Balance, June 30 (E + F1e)			148,368.60	156,188.10		130,408.79		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	17,187.57		17,187.57		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			148,368.60	139,000.53		113,221.22		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	312,642.00	312,642.00	129,702.91	312,642.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			312,642.00	312,642.00	129,702.91	312,642.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	21,640.00	21,640.00	8,569.17	21,640.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			21,640.00	21,640.00	8,569.17	21,640.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	591,749.00	591,749.00	208,880.64	591,749.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	247.50	322.18	286.19	38.69	15.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	62,801.00	62,801.00	31,445.72	62,801.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			654,550.00	654,797.50	240,648.54	654,836.19	38.69	0.0%
TOTAL, REVENUES			988,832.00	989,079.50	378,920.62	989,118.19		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	276,558.00	275,312.00	165,446.66	278,238.00	(2,926.00)	-1.1%
Classified Supervisors' and Administrators' Salaries		2300	93,012.00	93,942.00	54,799.50	93,942.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	37,475.00	39,023.00	23,601.90	39,941.00	(918.00)	-2.4%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			407,045.00	408,277.00	243,848.06	412,121.00	(3,844.00)	-0.9%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	41,917.00	41,781.00	23,331.76	43,996.00	(2,215.00)	-5.3%
OASDI/Medicare/Alternative		3301-3302	31,321.00	31,157.00	18,319.53	31,695.00	(538.00)	-1.7%
Health and Welfare Benefits		3401-3402	44,816.00	31,672.00	17,300.32	43,047.04	(11,375.04)	-35.9%
Unemployment Insurance		3501-3502	207.00	205.00	122.07	205.00	0.00	0.0%
Workers' Compensation		3601-3602	5,562.00	5,519.00	3,302.30	5,592.00	(73.00)	-1.3%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	2,400.00	2,400.00	1,200.00	2,400.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			126,223.00	112,734.00	63,575.98	126,935.04	(14,201.04)	-12.6%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	24,600.00	24,600.00	7,486.67	24,106.96	493.04	2.0%
Noncapitalized Equipment		4400	22,352.00	22,352.00	14,505.13	22,352.00	0.00	0.0%
Food		4700	372,233.00	377,233.00	195,617.10	377,233.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			419,185.00	424,185.00	217,608.90	423,691.96	493.04	0.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	3,899.00	3,899.00	642.18	3,899.00	0.00	0.0%
Dues and Memberships		5300	442.00	498.00	160.00	508.00	(10.00)	-2.0%
Insurance		5400-5450	4,898.00	4,898.00	6,077.90	6,078.00	(1,180.00)	-24.1%
Operations and Housekeeping Services		5500	33,000.00	33,000.00	0.00	33,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	4,264.00	4,264.00	679.83	4,264.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	5,915.00	5,544.00	897.29	5,265.00	279.00	5.0%
Professional/Consulting Services and Operating Expenditures		5800	23,508.00	23,508.00	17,610.69	29,780.00	(6,272.00)	-26.7%
Communications		5900	2,390.00	2,390.00	344.54	2,390.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			78,316.00	78,001.00	26,412.43	85,184.00	(7,183.00)	-9.2%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	7,000.00	7,000.00	4,976.64	7,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			7,000.00	7,000.00	4,976.64	7,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	44,816.00	44,816.00	0.00	45,899.00	(1,083.00)	-2.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			44,816.00	44,816.00	0.00	45,899.00	(1,083.00)	-2.4%
TOTAL, EXPENDITURES			1,082,585.00	1,075,013.00	556,422.01	1,100,831.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2016/17 Projected Year Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School	113,221.22
Total, Restricted Balance		<u>113,221.22</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	3,500.00	2,666.76	3,500.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	3,500.00	2,666.76	3,500.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	63,000.00	63,000.00	0.00	63,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			63,000.00	63,000.00	0.00	63,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(63,000.00)	(59,500.00)	2,666.76	(59,500.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(63,000.00)	(59,500.00)	2,666.76	(59,500.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	460,072.50	460,072.50		460,072.50	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			460,072.50	460,072.50		460,072.50		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			460,072.50	460,072.50		460,072.50		
2) Ending Balance, June 30 (E + F1e)			397,072.50	400,572.50		400,572.50		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	397,072.50	400,572.50		400,572.50		
Reserved for Arbitrage	0000	9780	397,072.50					
Reserved for Arbitrage	0000	9780		400,572.50				
Reserved for Arbitrage	0000	9780				400,572.50		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll								
Unsecured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction								
Penalties and Interest from Delinquent Non-LCFF Taxes		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	3,500.00	2,666.76	3,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	3,500.00	2,666.76	3,500.00	0.00	0.0%
TOTAL, REVENUES			0.00	3,500.00	2,666.76	3,500.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	63,000.00	63,000.00	0.00	25,000.00	38,000.00	60.3%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	38,000.00	(38,000.00)	New
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			63,000.00	63,000.00	0.00	63,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			63,000.00	63,000.00	0.00	63,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	406,000.00	406,000.00	300,679.42	406,000.00	0.00	0.0%
5) TOTAL, REVENUES			406,000.00	406,000.00	300,679.42	406,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	31,416.00	24,321.00	14,328.91	24,563.86	(242.86)	-1.0%
3) Employee Benefits		3000-3999	9,732.00	7,851.00	4,675.16	8,074.14	(223.14)	-2.8%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	49,216.00	49,216.00	13,820.56	49,216.00	0.00	0.0%
6) Capital Outlay		6000-6999	710,655.00	583,655.00	0.00	583,655.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	325,082.00	325,082.00	213,317.69	325,082.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,126,101.00	990,125.00	246,142.32	990,591.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(720,101.00)	(584,125.00)	54,537.10	(584,591.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(720,101.00)	(584,125.00)	54,537.10	(584,591.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,467,768.44	1,467,768.44		1,467,768.44	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,467,768.44	1,467,768.44		1,467,768.44		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,467,768.44	1,467,768.44		1,467,768.44		
2) Ending Balance, June 30 (E + F1e)			747,667.44	883,643.44		883,177.44		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	736,022.45	849,559.45		849,559.45		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	11,644.99	34,083.99		33,617.99		
Reserved for Projects	0000	9780	11,644.99					
Reserved for Projects	0000	9780		34,083.99				
Reserved for Projects	0000	9780				33,617.99		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	6,000.00	6,000.00	4,567.42	6,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees		8681	400,000.00	400,000.00	296,112.00	400,000.00	0.00	0.0%
Other Local Revenue All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			406,000.00	406,000.00	300,679.42	406,000.00	0.00	0.0%
TOTAL, REVENUES			406,000.00	406,000.00	300,679.42	406,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	31,416.00	24,321.00	14,328.91	24,563.86	(242.86)	-1.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			31,416.00	24,321.00	14,328.91	24,563.86	(242.86)	-1.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	4,363.00	3,378.00	1,990.01	3,411.44	(33.44)	-1.0%
OASDI/Medicare/Alternative		3301-3302	2,404.00	1,609.00	1,012.58	1,795.42	(186.42)	-11.6%
Health and Welfare Benefits		3401-3402	2,522.00	2,522.00	1,470.84	2,521.44	0.56	0.0%
Unemployment Insurance		3501-3502	16.00	12.00	7.14	12.26	(0.26)	-2.2%
Workers' Compensation		3601-3602	427.00	330.00	194.59	333.58	(3.58)	-1.1%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			9,732.00	7,851.00	4,675.16	8,074.14	(223.14)	-2.8%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	2,400.00	2,400.00	288.00	2,400.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,000.00	10,000.00	0.00	10,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	36,816.00	36,816.00	13,532.56	36,816.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			49,216.00	49,216.00	13,820.56	49,216.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	710,655.00	583,655.00	0.00	583,655.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			710,655.00	583,655.00	0.00	583,655.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	225,082.00	225,082.00	113,317.69	225,082.00	0.00	0.0%
Other Debt Service - Principal		7439	100,000.00	100,000.00	100,000.00	100,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			325,082.00	325,082.00	213,317.69	325,082.00	0.00	0.0%
TOTAL EXPENDITURES			1,126,101.00	990,125.00	246,142.32	990,591.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2016/17 Projected Year Totals
9010	Other Restricted Local	849,559.45
Total, Restricted Balance		<u>849,559.45</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	6,000.00	6,000.00	3,237.19	6,000.00	0.00	0.0%
5) TOTAL, REVENUES			6,000.00	6,000.00	3,237.19	6,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	1,163,415.00	921,222.83	579,624.53	921,222.83	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,163,415.00	921,222.83	579,624.53	921,222.83		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,157,415.00)	(915,222.83)	(576,387.34)	(915,222.83)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	698,667.00	698,667.00	698,667.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	(698,667.00)	(698,667.00)	(698,667.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,157,415.00)	(1,613,889.83)	(1,275,054.34)	(1,613,889.83)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,618,035.16	1,618,035.16		1,618,035.16	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,618,035.16	1,618,035.16		1,618,035.16		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,618,035.16	1,618,035.16		1,618,035.16		
2) Ending Balance, June 30 (E + F1e)			460,620.16	4,145.33		4,145.33		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	460,620.16	4,145.33		4,145.33		
Reserved for Capital Projects	0000	9780	460,620.16					
Reserved for Capital Projects	0000	9780		4,145.33				
Reserved for Capital Projects	0000	9780				4,145.33		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	6,000.00	6,000.00	3,237.19	6,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,000.00	6,000.00	3,237.19	6,000.00	0.00	0.0%
TOTAL, REVENUES			6,000.00	6,000.00	3,237.19	6,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	174,415.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	279,000.00	471,222.83	266,256.28	471,222.83	0.00	0.0%
Buildings and Improvements of Buildings		6200	710,000.00	450,000.00	313,368.25	450,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,163,415.00	921,222.83	579,624.53	921,222.83	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL EXPENDITURES			1,163,415.00	921,222.83	579,624.53	921,222.83		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	698,667.00	698,667.00	698,667.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	698,667.00	698,667.00	698,667.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	(698,667.00)	(698,667.00)	(698,667.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	5,300.00	5,020.64	5,300.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	5,300.00	5,020.64	5,300.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	10,685.00	10,685.00	0.00	10,685.00	0.00	0.0%
6) Capital Outlay		6000-6999	675,000.00	1,025,000.00	204,932.71	1,025,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	195,050.00	195,050.00	128,826.62	195,050.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			880,735.00	1,230,735.00	333,759.33	1,230,735.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(880,735.00)	(1,225,435.00)	(328,738.69)	(1,225,435.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	698,667.00	698,667.00	698,667.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	698,667.00	698,667.00	698,667.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(880,735.00)	(526,768.00)	369,928.31	(526,768.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,569,704.52	1,569,704.52		1,569,704.52	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,569,704.52	1,569,704.52		1,569,704.52		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,569,704.52	1,569,704.52		1,569,704.52		
2) Ending Balance, June 30 (E + F1e)			688,969.52	1,042,936.52		1,042,936.52		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	688,969.52	1,042,936.52		1,042,936.52		
Reserved for Projects (Comm Fac Dist)	0000	9780	688,969.52					
Reserved for Projects (Comm Fac Dist)	0000	9780		1,042,936.52				
Reserved for Projects (Comm Fac Dist)	0000	9780				1,042,936.52		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	5,300.00	5,020.64	5,300.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	5,300.00	5,020.64	5,300.00	0.00	0.0%
TOTAL, REVENUES			0.00	5,300.00	5,020.64	5,300.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	10,685.00	10,685.00	0.00	10,685.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			10,685.00	10,685.00	0.00	10,685.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	350,000.00	350,000.00	4,020.00	350,000.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	325,000.00	675,000.00	200,912.71	675,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			675,000.00	1,025,000.00	204,932.71	1,025,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	135,050.00	135,050.00	68,826.62	135,050.00	0.00	0.0%
Other Debt Service - Principal		7439	60,000.00	60,000.00	60,000.00	60,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			195,050.00	195,050.00	128,826.62	195,050.00	0.00	0.0%
TOTAL EXPENDITURES			880,735.00	1,230,735.00	333,759.33	1,230,735.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	698,667.00	698,667.00	698,667.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	698,667.00	698,667.00	698,667.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	698,667.00	698,667.00	698,667.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,642,286.00	1,644,174.52	969,353.21	1,644,174.52	0.00	0.0%
5) TOTAL, REVENUES			1,642,286.00	1,644,174.52	969,353.21	1,644,174.52		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,615,286.00	1,615,286.00	1,423,553.86	1,615,286.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,615,286.00	1,615,286.00	1,423,553.86	1,615,286.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			27,000.00	28,888.52	(454,200.65)	28,888.52		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			27,000.00	28,888.52	(454,200.65)	28,888.52		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,477,382.21	1,477,382.21		1,477,382.21	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,477,382.21	1,477,382.21		1,477,382.21		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,477,382.21	1,477,382.21		1,477,382.21		
2) Ending Balance, June 30 (E + F1e)			1,504,382.21	1,506,270.73		1,506,270.73		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,504,382.21	1,506,270.73		1,506,270.73		
Debt Service	0000	9780	1,504,382.21					
Debt Service	0000	9780		1,506,270.73				
Debt Service	0000	9780				1,506,270.73		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Voted Indebtedness Levies								
Homeowners' Exemptions		8571	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes Voted Indebtedness Levies Secured Roll		8611	1,615,286.00	1,615,286.00	943,012.73	1,615,286.00	0.00	0.0%
Unsecured Roll		8612	10,000.00	11,532.85	12,045.74	11,532.85	0.00	0.0%
Prior Years' Taxes		8613	0.00	278.95	404.35	278.95	0.00	0.0%
Supplemental Taxes		8614	14,000.00	14,000.00	11,866.72	14,000.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	76.72	82.98	76.72	0.00	0.0%
Interest		8660	3,000.00	3,000.00	1,940.69	3,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,642,286.00	1,644,174.52	969,353.21	1,644,174.52	0.00	0.0%
TOTAL, REVENUES			1,642,286.00	1,644,174.52	969,353.21	1,644,174.52		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	1,161,275.00	1,161,275.00	1,126,700.00	1,161,275.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	454,011.00	454,011.00	296,853.86	454,011.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,615,286.00	1,615,286.00	1,423,553.86	1,615,286.00	0.00	0.0%
TOTAL, EXPENDITURES			1,615,286.00	1,615,286.00	1,423,553.86	1,615,286.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	3,616.95	3,616.95	3,610.11	3,610.11	(6.84)	0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	3,616.95	3,616.95	3,610.11	3,610.11	(6.84)	0%
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	19.14	19.14	19.14	19.14	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	1.38	1.38	1.38	1.38	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	20.52	20.52	20.52	20.52	0.00	0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	3,637.47	3,637.47	3,630.63	3,630.63	(6.84)	0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	27,619,710.00	1.26%	27,967,169.00	1.05%	28,261,651.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	1,417,312.34	-63.74%	513,881.00	-9.97%	508,881.00
4. Other Local Revenues	8600-8799	320,178.39	1.51%	325,000.00	0.00%	325,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(2,592,015.00)	11.84%	(2,899,000.00)	7.39%	(3,113,236.00)
6. Total (Sum lines A1 thru A5c)		26,765,185.73	-3.21%	25,907,050.00	0.29%	25,982,296.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				14,647,084.74		14,647,084.74
b. Step & Column Adjustment				225,000.00		225,000.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(225,000.00)		(150,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	14,647,084.74	0.00%	14,647,084.74	0.51%	14,722,084.74
2. Classified Salaries						
a. Base Salaries				4,490,583.23		4,557,535.23
b. Step & Column Adjustment				66,952.00		67,957.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	4,490,583.23	1.49%	4,557,535.23	1.49%	4,625,492.23
3. Employee Benefits	3000-3999	5,073,650.93	5.87%	5,371,550.00	3.23%	5,545,127.00
4. Books and Supplies	4000-4999	1,315,093.89	-42.97%	750,000.00	0.00%	750,000.00
5. Services and Other Operating Expenditures	5000-5999	1,683,419.55	-0.50%	1,675,000.00	0.00%	1,675,000.00
6. Capital Outlay	6000-6999	21,245.00	-100.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	156,113.00	-13.52%	135,000.00	0.00%	135,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(231,963.51)	-7.31%	(215,000.00)	0.00%	(215,000.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		27,155,226.83	-0.86%	26,921,169.97	1.18%	27,237,703.97
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(390,041.10)		(1,014,119.97)		(1,255,407.97)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		6,623,784.07		6,233,742.97		5,219,623.00
2. Ending Fund Balance (Sum lines C and D1)		6,233,742.97		5,219,623.00		3,964,215.03
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	6,075.00		6,075.00		6,075.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		
2. Other Commitments	9760	0.00		0.00		
d. Assigned	9780	4,979,976.31		4,215,107.00		2,944,413.03
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,029,272.00		998,441.00		1,013,727.00
2. Unassigned/Unappropriated	9790	218,419.66		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		6,233,742.97		5,219,623.00		3,964,215.03

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	1,029,272.00		998,441.00		1,013,727.00
c. Unassigned/Unappropriated	9790	218,419.66		0.00		0.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)						
		1,247,691.66		998,441.00		1,013,727.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Due to projected declining enrollment: 2017-18: Reduction of 3.0 Teacher FTE 2018-19: Reduction of 2.0 Teacher FTE.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFE/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	604,689.85	-6.98%	562,500.00	-1.00%	556,900.00
3. Other State Revenues	8300-8599	1,729,927.00	-6.84%	1,611,679.00	-0.31%	1,606,679.00
4. Other Local Revenues	8600-8799	1,482,543.30	-8.94%	1,350,000.00	0.00%	1,350,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%		0.00%	0.00
c. Contributions	8980-8999	2,592,015.00	11.84%	2,899,000.00	7.39%	3,113,236.00
6. Total (Sum lines A1 thru A5c)		6,409,175.15	0.22%	6,423,179.00	3.17%	6,626,815.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				1,404,884.33		1,426,884.33
b. Step & Column Adjustment				22,000.00		24,000.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	1,404,884.33	1.57%	1,426,884.33	1.68%	1,450,884.33
2. Classified Salaries						
a. Base Salaries				1,259,803.90		1,278,303.90
b. Step & Column Adjustment				18,500.00		19,000.00
c. Cost-of-Living Adjustment						0.00
d. Other Adjustments						0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	1,259,803.90	1.47%	1,278,303.90	1.49%	1,297,303.90
3. Employee Benefits	3000-3999	1,958,985.90	4.65%	2,050,000.00	7.32%	2,200,000.00
4. Books and Supplies	4000-4999	1,008,929.22	-65.31%	350,000.00	0.00%	350,000.00
5. Services and Other Operating Expenditures	5000-5999	1,101,565.92	-16.03%	925,000.00	0.00%	925,000.00
6. Capital Outlay	6000-6999	73,346.00	-31.83%	50,000.00	0.00%	50,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	160,241.00	-25.11%	120,000.00	0.00%	120,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	186,064.51	-14.01%	160,000.00	0.00%	160,000.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	0.00
10. Other Adjustments (Explain in Section F below)						0.00
11. Total (Sum lines B1 thru B10)		7,153,820.78	-11.09%	6,360,188.23	3.03%	6,553,188.23
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(744,645.63)		62,990.77		73,626.77
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		861,224.20		116,578.57		179,569.34
2. Ending Fund Balance (Sum lines C and D1)		116,578.57		179,569.34		253,196.11
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	116,578.57		179,569.34		253,196.11
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		116,578.57		179,569.34		253,196.11

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	27,619,710.00	1.26%	27,967,169.00	1.05%	28,261,651.00
2. Federal Revenues	8100-8299	604,689.85	-6.98%	562,500.00	-1.00%	556,900.00
3. Other State Revenues	8300-8599	3,147,239.34	-32.46%	2,125,560.00	-0.47%	2,115,560.00
4. Other Local Revenues	8600-8799	1,802,721.69	-7.08%	1,675,000.00	0.00%	1,675,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		33,174,360.88	-2.54%	32,330,229.00	0.86%	32,609,111.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				16,051,969.07		16,073,969.07
b. Step & Column Adjustment				247,000.00		249,000.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(225,000.00)		(150,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	16,051,969.07	0.14%	16,073,969.07	0.62%	16,172,969.07
2. Classified Salaries						
a. Base Salaries				5,750,387.13		5,835,839.13
b. Step & Column Adjustment				85,452.00		86,957.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	5,750,387.13	1.49%	5,835,839.13	1.49%	5,922,796.13
3. Employee Benefits	3000-3999	7,032,636.83	5.53%	7,421,550.00	4.36%	7,745,127.00
4. Books and Supplies	4000-4999	2,324,023.11	-52.67%	1,100,000.00	0.00%	1,100,000.00
5. Services and Other Operating Expenditures	5000-5999	2,784,985.47	-6.64%	2,600,000.00	0.00%	2,600,000.00
6. Capital Outlay	6000-6999	94,591.00	-47.14%	50,000.00	0.00%	50,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	316,354.00	-19.39%	255,000.00	0.00%	255,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(45,899.00)	19.83%	(55,000.00)	0.00%	(55,000.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		34,309,047.61	-3.00%	33,281,358.20	1.53%	33,790,892.20
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(1,134,686.73)		(951,129.20)		(1,181,781.20)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		7,485,008.27		6,350,321.54		5,399,192.34
2. Ending Fund Balance (Sum lines C and D1)		6,350,321.54		5,399,192.34		4,217,411.14
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	6,075.00		6,075.00		6,075.00
b. Restricted	9740	116,578.57		179,569.34		253,196.11
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	4,979,976.31		4,215,107.00		2,944,413.03
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,029,272.00		998,441.00		1,013,727.00
2. Unassigned/Unappropriated	9790	218,419.66		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		6,350,321.54		5,399,192.34		4,217,411.14

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	1,029,272.00		998,441.00		1,013,727.00
c. Unassigned/Unappropriated	9790	218,419.66		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		1,247,691.66		998,441.00		1,013,727.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.64%		3.00%		3.00%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA (Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Line A4; enter projections))						
		3,610.11		3,609.73		3,518.98
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		34,309,047.61		33,281,358.20		33,790,892.20
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		34,309,047.61		33,281,358.20		33,790,892.20
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		1,029,271.43		998,440.75		1,013,726.77
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		1,029,271.43		998,440.75		1,013,726.77
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Section I - Expenditures	Funds 01, 09, and 62			2016-17 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	34,309,047.61
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	1,095,468.92
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	94,591.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	21,517.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				116,108.00
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	111,712.81
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				33,209,183.50

Section II - Expenditures Per ADA		2016-17 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form AI, Column C, sum of lines A6 and C9)*		3,630.63
B. Expenditures per ADA (Line I.E divided by Line II.A)		9,146.95
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		
	Total	Per ADA
A. Base expenditures (Preloaded expenditures extracted from prior year Unaudited Actuals MOE calculation). (Note: If the prior year MOE was not met, in its final determination, CDE will adjust the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	30,793,391.83	8,559.31
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	30,793,391.83	8,559.31
B. Required effort (Line A.2 times 90%)	27,714,052.65	7,703.38
C. Current year expenditures (Line I.E and Line II.B)	33,209,183.50	9,146.95
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under NCLB covered programs in FY 2018-19 may be reduced by the lower of the two percentages)	0.00%	0.00%

*Interim Periods - Annual ADA not available from Form AI. For your convenience, Projected Year Totals Estimated P-2 ADA is extracted. Manual adjustment may be required to reflect estimated Annual ADA.

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
011 GENERAL FUND								
Expenditure Detail	0.00	(5,265.00)	0.00	(45,899.00)				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
091 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
101 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
111 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
121 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
131 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	5,265.00	0.00	45,899.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
141 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
151 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
171 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
181 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
191 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
201 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
211 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
251 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
301 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
351 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	698,667.00		
Fund Reconciliation								
401 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
491 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					698,667.00	0.00		
Fund Reconciliation								
511 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
521 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
531 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
561 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
571 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
611 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Second Interim
2016-17 Projected Year Totals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
621 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
631 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
661 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
671 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
711 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
731 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
761 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
951 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	5,265.00	(5,265.00)	45,899.00	(45,899.00)	698,667.00	698,667.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: First Interim data that exist will be extracted into the first column, otherwise, enter data for all fiscal years. Second Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 1A)	Second Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2016-17)	District Regular	3,616.95	3,610.11	
	Charter School	0.00	0.00	
	Total ADA	3,616.95	3,610.11	-0.2%
1st Subsequent Year (2017-18)	District Regular	3,616.95	3,609.72	
	Charter School			
	Total ADA	3,616.95	3,609.72	-0.2%
2nd Subsequent Year (2018-19)	District Regular	3,518.98	3,518.98	
	Charter School			
	Total ADA	3,518.98	3,518.98	0.0%

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	First Interim (Form 01CSI, Item 2A)	Second Interim CBEDS/Projected		
Current Year (2016-17)				
District Regular	3,720	3,720		
Charter School				
Total Enrollment	3,720	3,720	0.0%	Met
1st Subsequent Year (2017-18)				
District Regular	3,624	3,625		
Charter School				
Total Enrollment	3,624	3,625	0.0%	Met
2nd Subsequent Year (2018-19)				
District Regular	3,552	3,552		
Charter School				
Total Enrollment	3,552	3,552	0.0%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

*Please note for FY 2013-14 unaudited actuals: Line C4 in Form A reflects total charter school ADA corresponding to financial data reported in funds 01, 09, and 62. Please adjust charter school ADA or explain accordingly.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4*)	Enrollment CBEDS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2013-14)	3,678	3,773	97.5%
Second Prior Year (2014-15)			
District Regular	3,600	3,700	
Charter School			
Total ADA/Enrollment	3,600	3,700	97.3%
First Prior Year (2015-16)			
District Regular	3,566	3,672	
Charter School	0		
Total ADA/Enrollment	3,566	3,672	97.1%
		Historical Average Ratio:	97.3%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	97.8%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2016-17)				
District Regular	3,610	3,720		
Charter School	0			
Total ADA/Enrollment	3,610	3,720	97.0%	Met
1st Subsequent Year (2017-18)				
District Regular	3,519	3,625		
Charter School				
Total ADA/Enrollment	3,519	3,625	97.1%	Met
2nd Subsequent Year (2018-19)				
District Regular	3,449	3,552		
Charter School				
Total ADA/Enrollment	3,449	3,552	97.1%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	First Interim (Form 01CSI, Item 4A)	Second Interim Projected Year Totals		
	Current Year (2016-17)	27,706,214.00		
1st Subsequent Year (2017-18)	28,729,735.00	28,056,861.00	-2.3%	Not Met
2nd Subsequent Year (2018-19)	28,429,548.00	28,353,623.00	-0.3%	Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected LCFF revenue has changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

The Dept of Finance LCFF Gap Funding Percentage for 2017-18 changed drastically (from 72.99% at 1st interim to 23.67% at 2nd interim), which changed the level of funding.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2013-14)	20,779,308.38	22,629,523.19	91.8%
Second Prior Year (2014-15)	21,325,080.28	23,693,859.22	90.0%
First Prior Year (2015-16)	23,219,597.90	25,590,681.01	90.7%
	Historical Average Ratio:		90.8%

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	87.8% to 93.8%	87.8% to 93.8%	87.8% to 93.8%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2016-17)	24,211,318.90	27,155,226.83	89.2%	Met
1st Subsequent Year (2017-18)	24,576,169.97	26,921,169.97	91.3%	Met
2nd Subsequent Year (2018-19)	24,892,703.97	27,237,703.97	91.4%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2016-17)	601,383.85	604,689.85	0.5%	No
1st Subsequent Year (2017-18)	562,500.00	562,500.00	0.0%	No
2nd Subsequent Year (2018-19)	556,900.00	556,900.00	0.0%	No

Explanation:
(required if Yes)

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2016-17)	3,152,874.15	3,147,239.34	-0.2%	No
1st Subsequent Year (2017-18)	2,125,560.00	2,125,560.00	0.0%	No
2nd Subsequent Year (2018-19)	2,115,560.00	2,115,560.00	0.0%	No

Explanation:
(required if Yes)

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2016-17)	1,759,577.63	1,802,721.69	2.5%	No
1st Subsequent Year (2017-18)	1,705,000.00	1,675,000.00	-1.8%	No
2nd Subsequent Year (2018-19)	1,705,000.00	1,675,000.00	-1.8%	No

Explanation:
(required if Yes)

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2016-17)	2,262,521.09	2,324,023.11	2.7%	No
1st Subsequent Year (2017-18)	1,100,000.00	1,100,000.00	0.0%	No
2nd Subsequent Year (2018-19)	1,100,000.00	1,100,000.00	0.0%	No

Explanation:
(required if Yes)

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2016-17)	2,720,563.17	2,784,985.47	2.4%	No
1st Subsequent Year (2017-18)	2,600,000.00	2,600,000.00	0.0%	No
2nd Subsequent Year (2018-19)	2,600,000.00	2,600,000.00	0.0%	No

Explanation:
(required if Yes)

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2016-17)	5,513,835.63	5,554,650.88	0.7%	Met
1st Subsequent Year (2017-18)	4,393,060.00	4,363,060.00	-0.7%	Met
2nd Subsequent Year (2018-19)	4,377,460.00	4,347,460.00	-0.7%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2016-17)	4,983,084.26	5,109,008.58	2.5%	Met
1st Subsequent Year (2017-18)	3,700,000.00	3,700,000.00	0.0%	Met
2nd Subsequent Year (2018-19)	3,700,000.00	3,700,000.00	0.0%	Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD MET - Projected total operating revenues have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
Federal Revenue
(linked from 6A
if NOT met)

Explanation:
Other State Revenue
(linked from 6A
if NOT met)

Explanation:
Other Local Revenue
(linked from 6A
if NOT met)

- 1b. STANDARD MET - Projected total operating expenditures have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
Books and Supplies
(linked from 6A
if NOT met)

Explanation:
Services and Other Exps
(linked from 6A
if NOT met)

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75, as amended by AB 104 (Chapter 13, Statutes of 2015), effective 2015-16 and 2016-17 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: AB 104 (Chapter 13, Statutes of 2015) requires the district to deposit into the account, for the 2015-16 and 2016-17 fiscal years, a minimum amount that is the lesser of 3% of the total general fund expenditures and other financing uses for that fiscal year or the amount that the district deposited into the account for the 2014-15 fiscal year.

DATA ENTRY: For the Required Minimum Contribution, enter the lesser of 3% of the total general fund expenditures and other financing uses for the current year or the amount that the district deposited into the account for the 2014-15 fiscal year. If EC 17070.75(e)(1) and (e)(2) apply, input 3%. First Interim data that exists will be extracted; otherwise, enter First Interim data into lines 1 and 2. All other data are extracted.

	Required Minimum Contribution	Second Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	457,323.25	812,529.00	Met
2. First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		790,000.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District's Available Reserve Percentages (Criterion 10C, Line 9)	3.6%	3.0%	3.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	1.2%	1.0%	1.0%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 01I, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 01I, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2016-17)	(390,041.10)	27,155,226.83	1.4%	Not Met
1st Subsequent Year (2017-18)	(1,014,119.97)	26,921,169.97	3.8%	Not Met
2nd Subsequent Year (2018-19)	(1,255,407.97)	27,237,703.97	4.6%	Not Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:
(required if NOT met)

The District recognizes a structural deficit in the MYP. The District maintains adequate reserves to support the expenditures and will closely monitor revenues and expenditures in the MYP as more data becomes available.

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 011, Line F2) (Form MYPI, Line D2)		Status
	Current Year (2016-17)	6,350,321.54	
1st Subsequent Year (2017-18)	5,399,192.34	Met	
2nd Subsequent Year (2018-19)	4,217,411.14	Met	

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)		Status
	Current Year (2016-17)	6,175,221.00	

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current Year data are extracted. Enter district regular ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$66,000 (greater of)	0	to	300
4% or \$66,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

¹ Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District Estimated P-2 ADA (Form AI, Line A4):	3,610	3,610	3,519
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
 - a. Enter the name(s) of the SELPA(s): _____

	Current Year Projected Year Totals (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	34,309,047.61	33,281,358.20	33,790,892.20
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	34,309,047.61	33,281,358.20	33,790,892.20
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	1,029,271.43	998,440.75	1,013,726.77
6. Reserve Standard - by Amount (\$66,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	1,029,271.43	998,440.75	1,013,726.77

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year	1st Subsequent Year	2nd Subsequent Year
	Projected Year Totals (2016-17)	(2017-18)	(2018-19)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	1,029,272.00	998,441.00	1,013,727.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	218,419.66	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	1,247,691.66	998,441.00	1,013,727.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.64%	3.00%	3.00%
District's Reserve Standard (Section 10B, Line 7):	1,029,271.43	998,440.75	1,013,726.77
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the Second Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2016-17)	(2,409,575.00)	(2,592,015.00)	7.6%	182,440.00	Not Met
1st Subsequent Year (2017-18)	(2,899,000.00)	(2,899,000.00)	0.0%	0.00	Met
2nd Subsequent Year (2018-19)	(3,113,236.00)	(3,113,236.00)	0.0%	0.00	Met
1b. Transfers In, General Fund *					
Current Year (2016-17)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2017-18)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2018-19)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2016-17)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2017-18)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2018-19)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since first interim projections by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

Contributions increased in Special Ed due to the 1% salary increase, plus increased costs for OT/PT (due to change in funding formula), as well as increased NPS/NPA costs. Contributions also increased to Routine Restricted Maintenance due to the 1% salary increase.

1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If First Interim data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no First Interim data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C)
- b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since first interim projections?
2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2016
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation	24	FD 49 / Object 8622	FD 49 / Object 7438, 7439	7,265,000
General Obligation Bonds	16	FD 51 / Object 8611, 8612, 8613, 8614, 8629	FD 51 / Object 7433, 7434	22,882,237
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences	1	FD 01 / Object 8011	FD 01 / Objects 2100, 2200, 2300, 2400	62,398
Other Long-term Commitments (do not include OPEB):				
Accreted Interest				5,805,356
TOTAL:				36,014,991

Type of Commitment (continued)	Prior Year (2015-16)	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases				
Certificates of Participation	515,381	520,131	524,131	522,331
General Obligation Bonds	1,674,186	1,832,873	1,903,885	1,988,147
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences	62,398	62,398	63,000	63,000
Other Long-term Commitments (continued):				
Accreted Interest	509,185	572,689	640,000	670,000
Total Annual Payments:	2,761,150	2,988,091	3,131,016	3,243,478
Has total annual payment increased over prior year (2015-16)?	Yes	Yes	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(Required if Yes
to increase in total
annual payments)

GO Bond payments increase, as per schedule

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

- 1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4) No
- b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities? n/a
- c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions? n/a

	First Interim (Form 01CSI, Item S7A)	Second Interim
2. OPEB Liabilities		
a. OPEB actuarial accrued liability (AAL)		
b. OPEB unfunded actuarial accrued liability (UAAL)		
c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?		
d. If based on an actuarial valuation, indicate the date of the OPEB valuation.		

	First Interim (Form 01CSI, Item S7A)	Second Interim
3. OPEB Contributions		
a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method		
Current Year (2016-17)		
1st Subsequent Year (2017-18)		
2nd Subsequent Year (2018-19)		
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2016-17)	0.00	0.00
1st Subsequent Year (2017-18)		
2nd Subsequent Year (2018-19)		
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2016-17)		
1st Subsequent Year (2017-18)		
2nd Subsequent Year (2018-19)		
d. Number of retirees receiving OPEB benefits		
Current Year (2016-17)		
1st Subsequent Year (2017-18)		
2nd Subsequent Year (2018-19)		

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

No

b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?

n/a

c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

n/a

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
- b. Unfunded liability for self-insurance programs

First Interim (Form 01CSI, Item S7B)	Second Interim

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
 - Current Year (2016-17)
 - 1st Subsequent Year (2017-18)
 - 2nd Subsequent Year (2018-19)

First Interim (Form 01CSI, Item S7B)	Second Interim

- b. Amount contributed (funded) for self-insurance programs
 - Current Year (2016-17)
 - 1st Subsequent Year (2017-18)
 - 2nd Subsequent Year (2018-19)

4. Comments:

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S8. Status of Labor Agreements

Analyze the status of employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2015-16)	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of certificated (non-management) full-time-equivalent (FTE) positions	173.8	175.8	172.2	170.2

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	Yes	Yes	Yes

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

The 1% increase was settled in 2015-16 with the two year agreement (4.5% in 2015-16, with an additional 1% increase in 16-17 dependent upon the outcome of Prop 55 in the Nov 2016 election. Prop 55 passed and the 1% salary increase was given (retro'd back to July 1, 2016) with November 2016 EOM paychecks. Since the retro was given after the 1st interim ending date (10-31-16), the actuals were not included in the 1st Interim Report, but they are not reflected in the 2nd Interim Report, as well as in the MYP.

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

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Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
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7. Amount included for any tentative salary schedule increases

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Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)

Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

--

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	Yes	Yes
212,567	215,755	215,617
1.5%	1.5%	1.5%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	No	No
Yes	No	No

Certificated (Non-management) - Other

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2015-16)	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of classified (non-management) FTE positions	106.7	111.1	110.8	110.3

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2016-17)

1st Subsequent Year
(2017-18)

2nd Subsequent Year
(2018-19)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Yes	Yes	Yes
-----	-----	-----

One Year Agreement

Total cost of salary settlement

48,763	48,763	48,763
--------	--------	--------

% change in salary schedule from prior year

1.0%

or

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year (may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

The 1% increase was settled in 2015-16 with the two year agreement (4.5% in 2015-16, with an additional 1% increase in 16-17 dependent upon the outcome of Prop 55 in the Nov 2016 election. Prop 55 passed and the 1% salary increase was given (retro'd back to July 1, 2016) with November 2016 EOM paychecks. Since the retro was given after the 1st interim ending date (10-31-16), the actuals were not included in the 1st Interim Report, but they are not reflected in the 2nd Interim Report, as well as in the MYP.

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

7. Amount included for any tentative salary schedule increases

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	Yes	Yes

Classified (Non-management) Prior Year Settlements Negotiated Since First Interim

Are any new costs negotiated since first interim for prior year settlements included in the interim?

- If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

No		
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Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	Yes	Yes
47,346	56,812	46,380

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	No	No
Yes	No	No

Classified (Non-management) - Other

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of first interim projections?
 If Yes or n/a, complete number of FTEs, then skip to S9.
 If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2015-16)	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of management, supervisor, and confidential FTE positions	28.8	29.3	28.8	28.8

- 1a. Have any salary and benefit negotiations been settled since first interim projections?
 If Yes, complete question 2.
 If No, complete questions 3 and 4.
- 1b. Are any salary and benefit negotiations still unsettled?
 If Yes, complete questions 3 and 4.

Negotiations Settled Since First Interim Projections

2. Salary settlement:

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	Yes	Yes	Yes
Total cost of salary settlement	27,843	27,843	27,843
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits
4. Amount included for any tentative salary schedule increases
- | | Current Year
(2016-17) | 1st Subsequent Year
(2017-18) | 2nd Subsequent Year
(2018-19) |
|--|---------------------------|----------------------------------|----------------------------------|
| | | | |

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Management/Supervisor/Confidential Step and Column Adjustments

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	27,500	23,206	34,838
3. Percent change in step and column over prior year			

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. Are costs of other benefits included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of other benefits	13,254	13,254	13,254
3. Percent change in cost of other benefits over prior year			

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

- A2. Is the system of personnel position control independent from the payroll system?

- A3. Is enrollment decreasing in both the prior and current fiscal years?

- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

- A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

- A7. Is the district's financial system independent of the county office system?

- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Second Interim Criteria and Standards Review

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT									232
TOTAL PROJECTED EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)										
1000-1999	Certificated Salaries	291,951.34	0.00	0.00	0.00	0.00	244,782.34	662,942.94		1,199,676.62
2000-2999	Classified Salaries	45,841.84	0.00	0.00	0.00	0.00	514,590.38	317,601.22		878,033.44
3000-3999	Employee Benefits	104,317.00	0.00	0.00	0.00	0.00	265,865.51	341,905.69		712,088.20
4000-4999	Books and Supplies	6,156.00	0.00	0.00	0.00	0.00	4,263.00	11,866.14		22,285.14
5000-5999	Services and Other Operating Expenditures	16,264.95	0.00	0.00	0.00	0.00	5,018.00	450,269.72		471,552.67
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	464,531.13	0.00	0.00	0.00	0.00	1,034,519.23	1,784,585.71	0.00	3,283,636.07
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	137,770.00		137,770.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	137,770.00	0.00	137,770.00
	TOTAL COSTS	464,531.13	0.00	0.00	0.00	0.00	1,034,519.23	1,922,355.71	0.00	3,421,406.07
STATE AND LOCAL PROJECTED EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)										
1000-1999	Certificated Salaries	291,951.34	0.00	0.00	0.00	0.00	244,782.34	662,942.94		1,199,676.62
2000-2999	Classified Salaries	45,841.84	0.00	0.00	0.00	0.00	14,063.82	317,601.22		377,506.88
3000-3999	Employee Benefits	104,317.00	0.00	0.00	0.00	0.00	92,822.07	341,905.69		539,044.76
4000-4999	Books and Supplies	6,156.00	0.00	0.00	0.00	0.00	4,263.00	11,866.14		22,285.14
5000-5999	Services and Other Operating Expenditures	16,264.95	0.00	0.00	0.00	0.00	5,018.00	450,269.72		471,552.67
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	464,531.13	0.00	0.00	0.00	0.00	360,949.23	1,784,585.71	0.00	2,610,066.07
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	108,475.00		108,475.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	108,475.00	0.00	108,475.00
	TOTAL BEFORE OBJECT 8980	464,531.13	0.00	0.00	0.00	0.00	360,949.23	1,893,060.71	0.00	2,718,541.07
8980	Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									450,572.00
	TOTAL COSTS									3,169,113.07

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total	
LOCAL PROJECTED EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)											
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	80.00	54,837.81		54,917.81	
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	20.00	19,906.07		19,926.07	
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	1,000.00	2,500.00		3,500.00	
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00		10,000.00	
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	1,100.00	87,243.88	0.00	88,343.88	
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	4,205.00		4,205.00	
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	4,205.00	0.00	4,205.00	
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	1,100.00	91,448.88	0.00	92,548.88	
8980	Contributions from Unrestricted Revenues to Federal Resources (From State and Local Projected Expenditures section)										450,572.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500-6540, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500-6540, & 7240, goals 5000-5999)										1,517,049.00
	TOTAL COSTS										2,060,169.88

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT									232
TOTAL ACTUAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)										
1000-1999	Certificated Salaries	287,798.76	0.00	0.00	0.00	0.00	270,662.82	702,500.74		1,260,962.32
2000-2999	Classified Salaries	44,439.58	0.00	0.00	0.00	0.00	498,483.57	316,540.58		859,463.73
3000-3999	Employee Benefits	94,209.21	0.00	0.00	0.00	0.00	247,435.96	309,081.07		650,726.24
4000-4999	Books and Supplies	4,699.31	0.00	0.00	0.00	0.00	4,400.41	31,248.47		40,348.19
5000-5999	Services and Other Operating Expenditures	25,919.88	0.00	0.00	0.00	0.00	2,198.41	258,704.42		286,822.71
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	457,066.74	0.00	0.00	0.00	0.00	1,023,181.17	1,618,075.28	0.00	3,098,323.19
7310	Transfers of Indirect Costs	2,203.00	0.00	0.00	0.00	0.00	0.00	123,175.25		125,378.25
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	0.00								0.00
	Total Indirect Costs	2,203.00	0.00	0.00	0.00	0.00	0.00	123,175.25	0.00	125,378.25
	TOTAL COSTS	459,269.74	0.00	0.00	0.00	0.00	1,023,181.17	1,741,250.53	0.00	3,223,701.44
FEDERAL ACTUAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	9,253.39		9,253.39
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	488,146.38	2,560.46		490,706.84
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	156,801.41	1,829.30		158,630.71
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	15,553.04		15,553.04
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	23,413.88		23,413.88
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	644,947.79	52,610.07	0.00	697,557.86
7310	Transfers of Indirect Costs	2,203.00	0.00	0.00	0.00	0.00	0.00	27,152.00		29,355.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	2,203.00	0.00	0.00	0.00	0.00	0.00	27,152.00	0.00	29,355.00
	TOTAL BEFORE OBJECT 8980	2,203.00	0.00	0.00	0.00	0.00	644,947.79	79,762.07	0.00	726,912.86
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									400,274.79
	TOTAL COSTS									326,638.07

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
STATE AND LOCAL ACTUAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)										
1000-1999	Certificated Salaries	287,798.76	0.00	0.00	0.00	0.00	270,662.82	693,247.35		1,251,708.93
2000-2999	Classified Salaries	44,439.58	0.00	0.00	0.00	0.00	10,337.19	313,980.12		368,756.89
3000-3999	Employee Benefits	94,209.21	0.00	0.00	0.00	0.00	90,634.55	307,251.77		492,095.53
4000-4999	Books and Supplies	4,699.31	0.00	0.00	0.00	0.00	4,400.41	15,695.43		24,795.15
5000-5999	Services and Other Operating Expenditures	25,919.88	0.00	0.00	0.00	0.00	2,198.41	235,290.54		263,408.83
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	457,066.74	0.00	0.00	0.00	0.00	378,233.38	1,565,465.21	0.00	2,400,765.33
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	96,023.25		96,023.25
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	0.00								0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	96,023.25	0.00	96,023.25
	TOTAL BEFORE OBJECT 8980	457,066.74	0.00	0.00	0.00	0.00	378,233.38	1,661,488.46	0.00	2,496,788.58
8980	Contributions from Unrestricted Revenues to Federal Resources (From Federal Actual Expenditures section)									400,274.79
	TOTAL COSTS									2,897,063.37
LOCAL ACTUAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	100.00	100.00		200.00
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	79.01	38,842.75		38,921.76
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	17.80	10,344.55		10,362.35
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	1,985.52	8,909.82		10,895.34
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	2,182.33	58,197.12	0.00	60,379.45
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	1,984.00		1,984.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	1,984.00	0.00	1,984.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	2,182.33	60,181.12	0.00	62,363.45
8980	Contributions from Unrestricted Revenues to Federal Resources (From Federal Actual Expenditures section)									400,274.79
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									1,378,479.48
	TOTAL COSTS									1,841,117.72

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

SELPA: (??)

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the compliance standard. To meet the requirement of the Subsequent Years Rule, the LMC-I worksheet has been revised to add Section 3.A.2 and Section 3.B.2. Section 3.A.2 and Section 3.B.2 allow the LEA to compare the 2016-17 projected expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year.

There are four methods that the LEA can use to demonstrate the compliance standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods.

SECTION 1 Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both.

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
 - a. Has left the jurisdiction of the agency;
 - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
 - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	<u>State and Local</u>	<u>Local Only</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total exempt reductions	<u>0.00</u>	<u>0.00</u>

SELPA: (??)

SECTION 2

Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

	State and Local	Local Only
Current year funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)	_____	
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)	_____	
Increase in funding (if difference is positive)	0.00	
Maximum available for MOE reduction (50% of increase in funding)	0.00 (a)	
Current year funding (IDEA Section 619 - Resource 3315)	_____	
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310, 3315, and 3320)	0.00 (b)	

If (b) is greater than (a).
 Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS) _____ (c)

Available for MOE reduction.
 (line (a) minus line (c), zero if negative) _____ 0.00 (d)

Enter portion used to reduce MOE requirement
 (cannot exceed line (d), Available for MOE reduction). _____

If (b) is less than (a).
 Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement). _____ (e)

Available to set aside for EIS
 (line (b) minus line (e), zero if negative) _____ 0.00 (f)

Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activities (which are authorized under the ESEA) paid with the freed up funds:

SELPA: (??)

SECTION 3

	Column A	Column B	Column C
	Projected Exps. FY 2016-17 (LP-I Worksheet)	Actual Expenditures FY 2015-16 (LA-I Worksheet)	Difference (A - B)
A. COMBINED STATE AND LOCAL EXPENDITURES METHOD			
1. Was the 2015-16 MOE compliance requirement met based on the state and local expenditures and/or per capita state and local expenditures method?			
If the answer is "NO", then the LEA must complete Section A2.			
a. Total special education expenditures	3,421,406.07		
b. Less: Expenditures paid from federal sources	252,293.00		
c. Expenditures paid from state and local sources	3,169,113.07	2,897,063.37	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	3,169,113.07	2,897,063.37	272,049.70
d. Special education unduplicated pupil count	232.00	232	
e. Per capita state and local expenditures (A1c/A1d)	13,659.97	12,487.34	1,172.63

Per the federal Subsequent Years Rule, if the 2015-16 MOE compliance requirement was not met based on the state and local expenditures and/or per capita state and local expenditures method, this section cannot be used to meet the 2016-17 MOE compliance requirement. The LEA must complete Section A2.

	Projected Exps. FY 2016-17	Most Recent FY	Difference
2. Under "Most Recent FY", enter the most recent year in which MOE compliance requirement was met using the actual vs. actual method based on state and local expenditures and/or per capita state and local expenditures.			
a. Expenditures paid from state and local sources	3,169,113.07	2,897,063.37	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	3,169,113.07	2,897,063.37	272,049.70
b. Special education unduplicated pupil count	232.00	232.00	
c. Per capita state and local expenditures (A2a/A2b)	13,659.97	12,487.34	1,172.63

If one or both of the differences in Column C for Section A1 (if applicable) or A2 are positive, the MOE compliance requirement is met.

SELPA: (??)

B. LOCAL EXPENDITURES ONLY METHOD

	Projected Exps. FY 2016-17	Actual Expenditures FY 2015-16	Difference
1. Was the 2015-16 MOE compliance requirement met based on the local expenditures only and/or per capita local expenditures only method?			
If the answer is "NO", then the LEA must complete Section B2.			
a. Expenditures paid from local sources	2,060,169.88	1,841,117.72	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	2,060,169.88	1,841,117.72	219,052.16
b. Per capita local expenditures (B1a/A1d)	8,880.04	7,935.85	944.19

Per the federal Subsequent Years Rule, if the 2015-16 MOE compliance requirement was not met based on the local expenditures only and/or per capita local expenditures only method, this section cannot be used to meet the 2016-17 MOE compliance requirement. The LEA must complete Section B2.

	Projected Exps. FY 2016-17	Most Recent FY	Difference
2. Under "Most Recent FY", enter the most recent year in which MOE compliance requirement was met using the actual vs. actual method based on local expenditures only and/or per capita local expenditures only.			
a. Expenditures paid from local sources	2,060,169.88	1,841,117.72	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	2,060,169.88	1,841,117.72	219,052.16
b. Special education unduplicated pupil count	232	232	
c. Per capita local expenditures (B2a/B2b)	8,880.04	7,935.85	944.19

If one or both of the differences in Column C for Section B1 (if applicable) or Section B2 are positive, the MOE compliance requirement is met.

Michael "Sid" Albaugh
Contact Name

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Telephone Number

Assistant Superintendent Business
Title

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E-mail Address

**Rescue Union School District
CASH FLOW PROJECTION 2016-17**

	Object	Beg Balances (for ref. only)	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Current	
			July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	Total	Budget
A. BEGINNING CASH	9110	7,891,069	\$7,891,069	\$7,319,770	\$4,689,160	\$4,875,569	\$4,107,916	\$2,935,336	\$7,919,413	\$6,986,615	\$5,768,032	\$5,536,559	\$7,915,004	\$6,484,391				
B. RECEIPTS																		
Revenue Limit Sources																		
Property Taxes	8020-8079		0	12,589	160,544	344,825	533,163	4,713,016	173,893	181,584	170,108	4,000,000	190,000	208,427	36,438	0	10,724,587	10,874,795
State Aid	8010-8019		646,215	646,215	1,164,727	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187	0	0	12,925,840	12,261,610
Education Protection Account					1,125,000			1,284,878			1,100,000			1,063,109		0	4,572,987	4,572,987
Miscellaneous Funds	8080-8099		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(89,682)
Federal Revenue	8100-8299		451	0	55,768	0	2,855	46,386	0	75,523	151,172	0	222	151,172	85,860	0	569,410	604,689
Other State Revenue																		
Economic Impact Aid	8311		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Class Size Reduction, K-3	8434		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lottery	8560		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other State Revenue	8300-8599		0	0	85,576	34,684	101,336	552,286	259,618	84,548	84,548	84,548	84,548	1,092,418	18,911	0	2,483,021	3,147,239
Other Local Revenue	8600-8799		49,141	153,591	256,185	247,021	130,287	223,307	185,408	114,571	15,000	50,000	60,000	50,000	268,211	0	1,802,722	1,802,722
Interfund Transfers In	8910-8929		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Financing Sources	8930-8979		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL RECEIPTS			695,807	812,395	2,847,800	1,789,717	1,930,828	7,983,060	1,782,106	1,619,413	2,684,015	5,297,735	1,497,957	3,728,313	409,420	0	33,078,567	33,174,360
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		149,930	1,519,800	1,521,097	1,539,861	1,615,085	1,541,306	1,528,743	1,568,451	1,585,000	1,585,000	1,585,000	169,337	143,359	0	16,051,969	16,051,969
Classified Salaries	2000-2999		285,425	453,048	482,510	488,492	520,319	473,657	484,876	496,145	515,957	515,957	515,957	267,578	250,466	0	5,750,387	5,750,387
Employee Benefits	3000-3999		230,221	522,894	528,305	530,291	552,447	536,145	533,298	540,385	518,333	518,333	518,333	1,112,184	391,468	0	7,032,637	7,032,637
Books and Supplies	4000-4999		25,779	956,643	274,812	110,482	90,978	59,474	64,518	66,388	74,000	50,000	50,000	35,870	465,079	0	2,324,023	2,324,023
Services	5000-5999		71,524	239,314	102,285	230,342	176,376	253,845	207,391	161,052	200,000	250,000	175,000	160,000	557,856	0	2,784,985	2,784,985
Capital Outlay	6000-6999		0	0	17,196	10,999	0	0	11,926	1,681	0	0	0	284	52,505	0	94,591	94,591
Other Outgo			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Excluding Transfers of Indirect	71xx, 72xx, 74xx		0	10,250	9,226	9,226	31,085	9,226	34,152	19,894	22,199	0	84,280	79,089	7,728	0	316,354	316,354
Transfers of Indirect Costs	7300-7399		0	0	0	0	0	0	0	0	0	0	(42,000)	(3,899)	0	0	(45,899)	(45,899)
Interfund Transfers Out	7600-7629		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Financing Uses			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DISBURSEMENTS			762,879	3,701,949	2,935,431	2,919,693	2,986,290	2,873,653	2,864,904	2,853,996	2,915,489	2,919,290	2,928,570	1,782,342	1,864,562	0	34,309,047	34,309,047

6,660,588.80

**Rescue Union School District
CASH FLOW PROJECTION 2016-17**

D. BALANCE SHEET TRANSACTIONS		7,891,069	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Current	
			July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	Total
Assets																	
SUBTOTAL ASSETS			7,827	46,933	50,023	157,676	0	0	150,000	16,000	0	0	0	200,000	0	(1,538,138)	0
Liabilities																	
SUBTOTAL LIABILITIES			512,054	-212,011	-224,017	-205,097	117,118	125,330	0	0	0	0	1,000,000	0	0	(450,000)	0
Nonoperating																	
Suspense Clearing	9910		0	0	0	(450)	0	0	0	0	0	0	0	0	0	450	0
TOTAL BALANCE SHEET TRANSACTIONS			(504,227)	258,944	274,040	362,323	(117,118)	(125,330)	150,000	16,000	0	0	(800,000)	0	0	(1,087,688)	0
E. NET INCREASE/DECREASE (B-C+D)			(571,299)	(2,630,610)	186,409	(767,653)	(1,172,580)	4,984,077	(932,798)	(1,218,583)	(231,474)	2,378,445	(1,430,613)	1,145,972	(1,455,142)	(2,318,168)	(1,134,687)
F. ENDING CASH (A+E)			7,319,770	4,689,160	4,875,569	4,107,916	2,935,336	7,919,413	6,986,615	5,768,032	5,536,559	7,915,004	6,484,391	7,630,362	(1,455,142)		
G. ENDING CASH, PLUS ACCRUALS															6,175,221		

**Rescue Union School District
CASH FLOW PROJECTION 2017-18**

	Object	Beg Balances (for ref. only)	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Current	
			July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	Total	Budget
A. BEGINNING CASH	9110	6,175,221	\$6,175,221	\$6,783,213	\$4,231,207	\$4,149,691	\$2,613,469	\$1,453,947	\$5,349,268	\$3,880,011	\$2,331,615	\$2,049,530	\$4,341,911	\$2,800,235				
B. RECEIPTS																		
Revenue Limit Sources																		
Property Taxes	8020-8079		0	10,127	170,834	306,849	443,802	4,300,000	169,178	170,000	170,108	4,000,000	190,000	208,427	36,438	0	10,900,177	10,766,601
State Aid	8010-8019		681,527	681,527	1,226,749	1,098,390	1,098,390	1,098,390	1,098,390	1,098,390	1,098,390	1,098,390	1,098,390	1,098,390	0	0	12,855,111	13,630,542
Education Protection Account					1,125,000			1,125,000			1,125,000			1,131,363		0	4,506,363	4,224,398
Miscellaneous Funds	8080-8099		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Federal Revenue	8100-8299		0	26,179	34,540	18,777	0	78,671	0	75,523	140,625	0	222	140,625	85,860	0	556,900	562,500
Other State Revenue																		
Economic Impact Aid	8311		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Class Size Reduction, K-3	8434		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lottery	8560		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other State Revenue	8300-8599		106,278	106,278	191,300	84,548	84,548	84,548	84,548	84,548	84,548	84,548	84,548	1,092,418	18,911		2,115,560	2,125,560
Other Local Revenue	8600-8799		52,613	129,605	214,072	193,055	310,000	190,983	43,000	10,000	15,000	50,000	60,000	50,000	386,672	0	1,675,000	1,705,000
Interfund Transfers In	8910-8929		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Financing Sources	8930-8979		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL RECEIPTS			840,418	953,716	2,962,495	1,701,619	1,936,740	6,877,592	1,395,116	1,438,462	2,633,671	5,232,938	1,433,160	3,721,223	527,881	0	32,609,111	33,014,601
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		147,887	1,601,267	1,601,267	1,601,267	1,601,267	1,601,267	1,601,267	1,601,267	1,501,267	1,501,267	1,501,267	169,337	92,042	0	16,172,969	16,121,936
Classified Salaries	2000-2999		236,831	356,843	545,957	545,957	545,957	545,957	545,957	545,957	545,957	545,957	545,957	267,578	47,203	0	5,922,796	5,822,068
Employee Benefits	3000-3999		236,441	618,333	618,333	618,333	618,333	618,333	618,333	618,333	618,333	618,333	618,333	1,001,568	211	0	7,745,127	7,421,550
Books and Supplies	4000-4999		27,217	519,286	132,000	156,000	54,863	28,000	11,000	28,000	28,000	25,000	50,000	35,870	4,764	0	1,100,000	1,100,000
Services	5000-5999		76,758	356,235	293,105	278,871	231,093	178,468	193,928	182,620	200,000	250,000	175,000	160,000	23,922	0	2,600,000	2,600,000
Capital Outlay	6000-6999		0	69,203	0	3,738	15,960	10,246	23,888	1,681	0	0	0	284	(75,000)	0	50,000	50,000
Other Outgo					10,042	33,676												
Excluding Transfers of Indirect	71xx, 72xx, 74xx		0	0	0	0	28,789		20,000	25,000	22,199	0	84,280	50,750	(28,018)		255,000	203,000
Transfers of Indirect Costs	7300-7399		0	0	0	0	0	0	0	0	0	0	0	(42,000)	(13,000)		(55,000)	(55,000)
Interfund Transfers Out	7600-7629		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Financing Uses			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DISBURSEMENTS			725,134	3,521,167	3,200,704	3,237,842	3,096,262	2,982,271	3,014,373	3,002,858	2,915,756	2,940,557	2,974,837	1,643,387	52,124	0	33,790,892	33,263,554

4,993,440.00

**Rescue Union School District
CASH FLOW PROJECTION 2017-18**

D. BALANCE SHEET TRANSACTIONS		Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Current	
		July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	Total	Budget
Assets																	
SUBTOTAL ASSETS	6,175,221	523,818	15,445	156,693	0	0	0	150,000	16,000	0	0	0	200,000	0		(1,538,138)	0
Liabilities																	
SUBTOTAL LIABILITIES	0	31,110	0	0	0	0	0	0	0	0	0	0	1,000,000	0		(450,000)	0
Nonoperating																	
Suspense Clearing	9910	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0
TOTAL BALANCE SHEET TRANSACTIONS	6,175,221	492,708	15,445	156,693	0	0	0	150,000	16,000	0	0	0	(800,000)	0		(1,088,138)	0
E. NET INCREASE/DECREASE (B-C+D)		607,992	(2,552,006)	(81,516)	(1,536,223)	(1,159,522)	3,895,321	(1,469,257)	(1,548,396)	(282,085)	2,292,381	(1,541,677)	1,277,836	475,757		(2,269,919)	(248,953)
F. ENDING CASH (A+E)		6,783,213	4,231,207	4,149,691	2,613,469	1,453,947	5,349,268	3,880,011	2,331,615	2,049,530	4,341,911	2,800,235	4,078,071	475,757			
G. ENDING CASH, PLUS ACCRUALS														4,553,828			

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Second Interim
2016-17 Actuals to Date
Technical Review Checks

Rescue Union Elementary

El Dorado County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

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Second Interim
2016-17 Board Approved Operating Budget
Technical Review Checks

Rescue Union Elementary

El Dorado County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

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Second Interim
2016-17 Original Budget
Technical Review Checks

Rescue Union Elementary

El Dorado County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

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Second Interim
2016-17 Projected Totals
Technical Review Checks

Rescue Union Elementary

El Dorado County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

CASHFLOW-PROVIDE - (W) - A Cashflow Worksheet (Form CASH) must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.) EXCEPTION

Explanation: A separate cashflow worksheet projecting monthly cashflow through the end of 2016-17 has been provided.

Checks Completed.

ITEM #: 8
DATE: March 14, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM:

Resolution #17-07

RESOLUTION OF THE GOVERNING BOARD OF THE RESCUE UNION SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY A SITE LEASE, SUBLEASE AGREEMENT AND LEASE LEASEBACK CONSTRUCTION SERVICES AGREEMENT AND OTHER ACTS RELATING TO THE TWO- STORY CLASSROOM PROJECT AT MARINA VILLAGE MIDDLE SCHOOL.

BACKGROUND:

In January of 2017, the Governing Board of the Rescue Union School District established an RFQ and RFP from qualified providers of Lease-Leaseback (“L/LB”) construction services for the *Construction of a Two-Story Classroom Building, Sitework and Modernization Project at Marina Village Middle School*. The District received qualification packets from five construction services firms, all of whom were prequalified to submit a fee based proposal on the Project. Subsequently, three of the construction services firms submitted a fee based proposal on the project by which contracts will be awarded by the Board under the provisions of Education Code 17406 *et seq.*

Through the facility planning process, the District identified modernization projects throughout the District including the construction of a two-story classroom building at Marina Village Middle School. The estimated construction cost of the Marina Village Two-Story Classroom Building Project is approximately \$6.5 million.

STATUS:

This resolution delegates the Superintendent, or their designee, the authority to enter into the Lease Leaseback Contract for Construction Services, the Site Lease, and Sublease Agreement and other acts relating to the Marina Village Two-Story Classroom Project with Carter-Kelly Inc. who provided the best value in the competitive procurement process as directed under the provisions of Education Code 17406 *et seq.*

- **Marina Village Middle School:**

The District expand the permanent capacity on the campus of Marina Village Middle School, a District-owned site located at 1901 Francisco Drive, El Dorado Hills, California 95762 by constructing a new two-story classroom building and completing other sitework, and modernization work related to the Project.

FISCAL IMPACT:

The total budget for the Rescue Union School District project development and construction costs has been estimated at approximately \$6.5 million for total project cost. The District is eligible for \$3.049 million in State Modernization funds which will offset District expenditures. The District sources of funding will be from Developer Fees (Fund 25) and from the El Dorado Schools Financing Authority Community Facility District #1 (Mello Roos).

BOARD GOAL(S):

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Board Focus Goal V - FACILITY / HOUSING:

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

Local Control Accountability Plan GOAL 6:

The District will create and maintain facilities and grounds that are safe, clean and conducive to the learning process.

RECOMMENDATION:

District staff recommends the Governing Board pass the Resolution to delegate to the Superintendent, or their designee, the authority to enter into the Lease Leaseback Contract for Construction Services, the Site Lease, and Sublease Agreement with Carter-Kelly Inc. for the construction of the Two-Story Classroom Building Project at Marina Village Middle School.

Resolution No. 17-07

RESOLUTION OF THE GOVERNING BOARD OF THE RESCUE UNION SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY A SITE LEASE, SUBLEASE AGREEMENT AND LEASE LEASEBACK CONSTRUCTION SERVICES AGREEMENT AND OTHER ACTS RELATING TO THE TWO-STORY CLASSROOM PROJECT AT MARINA VILLAGE MIDDLE SCHOOL.

WHEREAS, the Rescue Union School District ("District") desires to expand permanent capacity on the MARINA VILLAGE MIDDLE SCHOOL ("Site") by constructing a Two-Story Classroom Building ("Project") as a lease-leaseback project whereby the District will lease the Site which the District owns to Carter-Kelly, Inc. ("Contractor") who will construct the Project thereon and lease the Project and underlying Site back to the District;

WHEREAS, Education Code section 17406 states that the lease leaseback contractor selection process shall include a competitive, best value procurement process where the contractor is selected on the basis of objective criteria for evaluating the qualifications of the proposers with the resulting selection representing the best combination of price and qualifications;

WHEREAS, under Education Code section 17406, the District employed a competitive, best value procurement process to select the contractor on the basis of objective criteria for evaluating the qualifications of the proposers, with the result being the selection of the contractor with the best combination of price and qualifications;

WHEREAS, it is in the best interest of the District to cause the construction of the Project through lease and sublease of the Site pursuant to Education Code section 17406;

WHEREAS, the District's Governing Board ("Board") has determined that the improvements are necessary for the proper operation or function of the school facilities to be leased;

WHEREAS, in order to complete the Project, it is necessary that the District enter into a Site Lease, by which the Site will be leased to Carter-Kelly, Inc., and a Sublease Agreement which provides for the sublease of the Site and the lease of the Project by Carter-Kelly, Inc. to the District, and that certain other action be taken and authorized;

WHEREAS, the Sublease and General Conditions include construction provisions with which Carter-Kelly, Inc., shall comply with respect to construction of the Project;

WHEREAS, pursuant to Section 17402 of the Education Code, the plans and specifications for the Project must be prepared and adopted prior to entering into Site Lease and the Sublease agreement for the Project ("Plans and Specifications");

WHEREAS, the Plans and Specifications have been submitted to all applicable governmental agencies for approval;

WHEREAS, District shall obtain all applicable governmental agency approvals of the Plans and Specifications for the Project subject to minor revisions, if any, prior to execution of the Site Lease or Sublease, and prior to commencement of the Project;

WHEREAS, the Board shall be presented with the Plans and Specifications for the Project and will examine and approve of such documents, subject to minor revisions, if any, by applicable governmental agency, and subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for the Project, the District desires to appropriate funds for the Project from its current fiscal year and subsequent fiscal year as shall be provided by the Sublease Agreement;

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such transaction, subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, all acts, conditions, and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transaction authorized hereby, do exist, have happened or will have been performed in regular and due time, form and manner as required by law, and upon such, the District will be duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner, and upon the terms herein provided.

NOW, THEREFORE, THE GOVERNING BOARD OF THE RESCUE UNION SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Agreements with Carter-Kelly, Inc. The form of agreement entitled "Site Lease," the form of agreement entitled "Sublease Agreement," and the form of the agreement entitled "Lease Leaseback Agreement," each presented to this meeting and each to be entered into by and between the District and Carter-Kelly, Inc., which together provide generally for (i) the lease by the District of the Site to Carter-Kelly, Inc., (ii) the sublease of the Site and the lease of the Project by Carter-Kelly, Inc., to the District, and (iii) the payment of certain lease payments by the District under the Sublease Agreement in an amount equal to the aggregate construction costs for the Project as set forth are hereby approved subject to any revisions which are acceptable to both District's Superintendent ("Superintendent") and District's legal counsel. The Superintendent or their designee is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver to Carter-Kelly, Inc. such agreements, once finalized, pursuant to the delegation of authority provided for hereby.

Section 3. Approval of Process. The Board passed a resolution on January 24, 2107 approving of the lease- leaseback process and herby approves of the Eleven and One-Half Percent (11.5%) FEE Based Proposal from Carter-Kelly, Inc. on the Direct Construction Costs of the Project which will include an itemized list of project allowances and contingency values, by which a Guaranteed Maximum Price “not to exceed” figure for the construction of the Project pursuant to the terms of the Lease Leaseback Agreement shall be negotiated and determined. The Board hereby determines that it is in the best interest of the District to cause the construction of the Project through lease and sublease of the Site pursuant to Education Code Section 17406 and that the improvements are necessary for the proper operation or function of the school facilities to be leased.

Section 4. Approval of Plans and Specifications. The Board shall approve the Plans and Specifications for the Project, subject to minor revisions, if any, by the applicable governmental agencies, and hereby provides a delegation of Board authority to the Superintendent who is authorized and directed, for and in the name and on behalf of the District, to approve of any such applicable governmental agency-approved Plans and Specifications, or revisions thereto.

Section 5. Other Acts; Delegation. The Board hereby approves a delegation of authority and appoints the Superintendent, or the designee of the District Superintendent, who is/are hereby authorized and directed, to negotiate a final Guaranteed Maximum Price, to execute and deliver the Site Lease and Sublease as provided by Section 2 above, execute and deliver documents and/or negotiate documents with Carter-Kelly, Inc., and to do any and all things necessary, in consultation with the staff, that they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board, if necessary. Said delegation shall be valid during the construction of the Project, or until otherwise rescinded by the Board.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 14th day of March, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Nancy Brownell, President of the Governing Board of the Rescue Union School District, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

President , Governing Board
Rescue Union School District

I, Suzanna George, Clerk of the Governing Board of the Rescue Union School District, do hereby certify that the foregoing Resolution was introduced and adopted by said Board at a regular session meeting thereof held on the 14th day of March 2017, by the following forgoing vote.

Clerk , Governing Board
Rescue Union School District

LEASE-LEASEBACK AGREEMENT

Dated as of **March 14, 2017**

Between

Rescue Union School District

and

Carter-Kelly Inc.

Marina Village Two-Story Classroom Project

1901 Francisco Drive, El Dorado Hills, CA 95762

LEASE-LEASEBACK AGREEMENT

Marina Village Two-Story Classroom Project

THIS LEASE-LEASEBACK AGREEMENT (this “Agreement”) is entered into as of March 14, 2017 between the Rescue Union School District, a California public school district (the “Owner”), and Carter-Kelly Inc., a California corporation and licensed general contractor (the “Contractor”). Owner and Contractor are each a “Party” and together are the “Parties” to this Agreement.

The Owner intends to make certain tenant improvements (the “Project”) to its classroom facilities on the campus of its Marina Village Middle School, located at 1901 Francisco Drive, El Dorado Hills, CA 95762 the scope of which is generally described in Section 1, below.

This Agreement is entered into by the Parties pursuant to California Education Code section 17406, which permits the governing board of school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provides for the construction thereon, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease.

In connection with the approval of this Agreement, the Owner will enter into a site lease with Contractor (the “Site Lease”), under which it will lease the Project site described and depicted in Exhibit A of the Site Lease (the “Site”) to Contractor in order for Contractor to finance and construct the Project as described in the Scope of Work set forth in Section 1, below (the “Scope of Work”).

Contractor will lease the Site and the Project back to the Owner pursuant to a Sublease Agreement (the “Sublease”), under which the Owner will be required to make sublease payments to Contractor for the use and occupancy of the Site, including the Project.

Contractor is experienced in the construction of the type of project and type of work desired by the Owner and is willing to perform said construction work for the Owner, all as more fully set forth in this Agreement.

The Owner and Contractor therefore agree as follows:

1. Scope of Work. The Contractor agrees to finance construction of the Project and to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all of the Work, as that term is defined in Article 1.1.3 of the General Conditions, in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**MARINA VILLAGE TWO-STORY CLASSROOM PROJECT
AT MARINA VILLAGE MIDDLE SCHOOL
EL DORADO COUNTY, CALIFORNIA,**

all in strict compliance with the plans, drawings and specifications (“Plans and Specifications”) for the Project submitted to the Division of State Architect (“DSA”) for approval and prepared by:

**California Design West Architects,
2100 19th Street, Sacramento, CA 95818
phone: 916-446-2466 fax: 916-446-5118**

and other contract documents relating to the Project.

The Scope of Work shall include any revisions to the Plans and Specifications that are made as a result of DSA review or at the direction of DSA.

The Scope of Work does not include Contractor’s performance of the pre-construction services as set forth in Section 2, below.

Until DSA approval of the plans, drawings and specifications for the Project has been received by Owner, Contractor may not commence any work on the Project for which a contractor’s license is required and DSA approval is required.

In accordance with California Public Contract Code section 3300, Contractor has a Class “B” license that Contractor shall maintain in good standing for the duration of Contractor’s work on the Project.

2. Pre-Construction Services. Contractor shall perform the following pre-construction services to be completed by May 25, 2017:

- a. *Site Evaluation.* Contractor shall perform an evaluation of the Site for the Project and make recommendations relating to scope, constructability, and schedule of the Project. Contractor shall also review the scope of necessary demolition work, if any, to develop a hazardous materials removal plan. The purpose of this evaluation is to improve the Project’s design and minimize unforeseen conditions. At Owner’s request, Contractor shall provide the results of its evaluation in written form to the Owner.
- b. *Constructability Review.* Contractor shall provide a constructability review of the Plans and Specifications before or at each of the following intervals of preconstruction: (i) one upon the completion of design development; and (ii) one immediately prior to the submittal or during the evaluation of the Plans and Specifications by DSA; or (iii) at a time mutually agreed upon by the Owner and Contractor.

Contractor shall review the Plans and Specifications and related construction documents for errors and omissions, clarity, consistency, and coordination. Contractor’s review shall emphasize ensuring that the Project can be completed within the Owner’s available budget to the level of quality and educational goals desired, and can be completed within the established schedule. Contractor shall specifically provide recommendations on construction feasibility, energy conservation, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs of materials, preliminary budgets, and possible economies of scale. Contractor shall provide written reports, identifying by page and detail the issues to be discussed and resolved. As part of the

constructability review, Contractor shall identify areas where value engineering principles could be applied (including potential cost savings and the schedule impact of such savings), and identify items requiring a long lead time before construction. Contractor shall assist the District in considering operating or maintenance costs with respect to selecting systems and products for the Project.

- c. *Design/Coordination Meetings.* Contractor shall be responsible for facilitating all design/coordination meetings as needed. Such meetings shall include participation of design professionals and specialty subcontractors.
- d. *Schedule.* Contractor shall develop a master critical path method (“CPM”) project schedule for the Project that shall include all milestone dates for the Project, including submittal of Contractor’s GMP proposal for each Project phase, completion of design development, submittal of all estimates contemplated by the Contract, re-submission of the Plans and Specifications to DSA (if necessary), anticipated re-approval by DSA (if any), finalization of Contract Documents, construction sequencing and durations, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurements, phasing, and Owner move-in. Contractor’s schedule shall be submitted to the Owner for approval within 30 days’ of execution of this Agreement; the Owner shall have the right to request reasonable changes and updates in the schedule. Contractor shall provide schedule updates with each estimate, or more often if reasonably requested by the Owner or if required in Contractor’s judgment to communicate changes in market conditions.
- e. *Estimates.* Contractor shall provide an estimate of total Project cost, as well as necessary updates to that estimate. Contractor’s initial estimate shall be due to the District within two weeks of completion of its first constructability review. Updated cost estimates shall be given in accordance with the approved CPM project schedule for the Project. Contractor shall also provide an updated estimate upon the submission or during the review of the Plans and Specifications by DSA (and at any other time required or reasonably necessary pursuant to this Agreement). Contractor’s cost estimate shall identify all trades and unit costs and shall also identify all allowable general condition costs and fees. If any cost estimate submitted to the Owner exceeds a previously approved estimate, the Contractor shall make appropriate recommendations to the Owner for reducing the estimated cost of the Project. All estimates shall assume that construction of the Project is subject to the payment of prevailing wages under the California Labor Code and applicable regulations, and that the Project will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- f. *Construction Planning.* Contractor shall provide assistance to Owner in construction planning, including phasing, staging, site logistics, sequencing, fencing, office locations and means and methods of construction. The Contractor shall (1) provide a preliminary evaluation of the Owner’s schedule, cost and design requirements for the Project; (2) develop an anticipated construction schedule pursuant to Subsection d. above; (3) develop a preliminary cost estimate for each type of work contemplated by the Project pursuant to Subsection e. above; (4) clarify and delineate the Architect’s, the Contractor’s, and the Owner’s respective duties and responsibilities; and (5) set forth a plan for the administration and coordination of all Work on the Project, including pre-construction meetings. The Architect and Owner shall review the above for acceptance. Contractor will also ensure that all Work complies with the guidelines

established by the State of California Office of Public School Construction and any other Federal or State agencies having jurisdiction over the Project. The objective of this step will be to develop an overall program strategy as relates to timing, budgets, construction materials, means and methods and the program interface during construction.

3. Contract Documents. The Contractor and the Owner agree that this Agreement, and all of the documents listed in Article 1.1.1 of the General Conditions, together form the “Contract Documents,” which form the “Contract.”

4. Time to Complete and Liquidated Damages. Time is of the essence in this Contract. The time for completion (in calendar days) of the Project shall be determined upon the Owner’s approval of the Total Sublease Amount (as set forth in Section 5 of this Agreement), pursuant to California Education Code section 17406(a)(3). Date for Completion (as that term is defined in Article 8.1.1. of the General Conditions) of the Project shall be on or before **July 31, 2018.**

Failure to complete the Project within the date(s) and in the manner provided for by the Contract Documents, shall subject the Contractor to liquidated damages for each calendar day by which such completion is delayed beyond the Date for Completion. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed by the Date for Completion are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer if completion is delayed include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the Parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: **\$1,000.00** for each calendar day by which completion of the Project is delayed beyond the Date for Completion, which may be adjusted in accordance with the Contract Documents.

If the Contractor becomes liable under this Section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold sublease payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. If the withheld sublease payments are not sufficient to discharge all liabilities of the Contractor incurred under this Section, then the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

5. Total Sublease Amount. Owner shall pay Contractor a total amount for the Scope of Work (“Total Sublease Amount”) which will be calculated following: (i) Contractor’s completion of the preconstruction services set forth in Section 2; (2) the selection of all subcontractors in accordance

with Education Code section 17406(a)(4) and the Request for Sealed Proposals; and (iii) any required DSA approval of the Plans and Specifications for the Work.

Following the occurrence of all of the events set forth in the paragraph above, Contractor shall provide Owner with objectively verifiable information of its costs to perform the Work and a written rationale for the proposed Total Sublease Amount, including documentation sufficient to support the calculation. Contractor's written rationale shall detail the "base construction cost" for the Project, consisting of (a) all subcontracts to be awarded by Contractor for the Project, plus (b) any separately awarded contracts for materials and supplies for the Project. The product of the base construction cost, multiplied by the Percentage offered by the Contractor in its response to the Request for Sealed Proposals, shall be the "Contractor Fee", which shall also be set forth in Contractor's written rationale. The Total Sublease Amount shall be the sum total of the base construction cost and the Contractor Fee.

The proposed Total Sublease Amount shall be approved or rejected by the Owner at a public meeting before Contractor may proceed with any further Work under the Contract Documents. Once approved, the Parties shall execute *Exhibit A* of the Sublease, setting forth the Total Sublease Amount and Sublease Payments, whereupon *Exhibit A* shall be incorporated into, and become part of the Contract Documents. Contractor shall immediately commence the Work after approval of the Total Sublease Amounts by the Owner, and the time for completion of the Work shall commence to run upon such approval by the Owner. If the Owner rejects the Total Sublease Amount and requests another calculation from Contractor, then Contractor shall submit another calculation complying with this Section's procedures. If the Owner rejects the Total Sublease Amount and does not request another calculation from Contractor, then such rejection will act as a Termination for Convenience pursuant to Article 14.3.2 of the General Conditions and the Owner may award a lease-leaseback contract for the Project to the next highest best value contractor from the selection process used for the Project.

Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the Total Sublease Amount in the performance of such work and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to an increase in the Total Sublease Amount or a time extension for completion, it must request it pursuant to the procedures in the General Conditions for change orders and claims. Contractor shall finance the cost of construction of the Work. Contractor shall pay all subcontractors and suppliers as they perform Work or furnish supplies. The Owner shall pay Contractor sublease payments pursuant to the terms and conditions of Section 6 of the Sublease (the "Sublease Payments"). The sum of the Sublease Payments shall not exceed the Total Sublease Amount established under this Section 5.

6. Changes. Should the Contractor believe that it is entitled to an increase in the Total Sublease Amount or a time extension for completion, it must request such change pursuant to the procedures in the General Conditions for change orders and claims.

7. Term and Termination. The term of the Contract (the "Lease Term") automatically ends on **July 31, 2018** ("Termination Date"). The Owner or Contractor may terminate the Contract prior to the Termination Date, but only as provided in the General Conditions. All of the covenants, representations and warranties set forth in the Contract, including indemnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract

will survive such completion or termination for the periods provided for in the Contract or otherwise allowed by law. The Site Lease and the Sublease each shall automatically end at the same time as the Contract, with the Parties' respective leasehold interests thereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

8. Prequalification of Contractor and Certain Contractors.

Owner has determined that the Project is subject to prequalification pursuant to Education Code section 17406 subsection (a)(2)(C) and Public Contract Code section 20111.6 subsections (b) through (m). Accordingly, the Owner's Request for Proposals for the Project required that all entities proposing for this Contract, including Contractor, must be prequalified as well as all electrical, mechanical, and plumbing subcontractors to be utilized on the Project.

Any subcontractors that Contractor may select after award pursuant to Section 9, below, must be prequalified by Owner pursuant to Education Code section 17406 subsection (a)(2)(C) and Public Contract Code section 20111.6 subsections (b) through (m) if bidding or proposing for work requiring C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, or C-46 licenses or other 'C' licenses specified by Owner in the Request for Proposals. Contractor may not accept a bid or proposal and may not award a subcontract to a bidding or proposing subcontractor that has not met the requirements of this Section. When soliciting bids or proposals from subcontractors, the Contractor shall provide notice to all subcontractors of which subcontractors must be prequalified to submit bids or proposals, and Contractor shall state where the prequalification applications may be obtained and where and when they must be submitted. The prequalification questionnaires and financial statements are not public records and are not open to public inspection.

9. Selection of Subcontractors; DVBE Goals. For any subcontractors not listed in Contractor's proposal who will perform more than 0.5% of the Work, Contractor shall provide public notice of availability of work to be subcontracted in accordance with the publication date applicable to the District's competitive bidding process (including but not limited to Public Contract Code section 20112), including a fixed date and time on which qualifications statements, bids, or proposals will be due. Contractor shall establish reasonable qualification criteria and standards and shall award each subcontract either on best value basis as described in Education Code section 17406(a)(4) or to the lowest responsible bidder. All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100). Contractor's subcontractor selection process shall be subject to review by, and approval of Owner.

Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals is required for this Project. In accordance with Education Code section 17076.11 the Owner has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the Owner pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the Owner for this Project. The Owner is seeking DVBE participation under this Agreement.

The Contractor must make a good faith effort to contact and utilize DVBE subcontractors and suppliers in securing bids, in the manner set forth in this Section for performance of the Project. Information regarding certified DVBE firms can be obtained from the State's Office of Small Business and DVBE Services (OSDS) at (916) 375-4940 as well as the OSDS website at www.bidsync.com/DPXBisCASB. Verification of DVBE status must be obtained from the OSDS by receiving an approved certification letter and reference number from that office. Contractor is

required, as a material condition of this Agreement, to retain documentation of its good faith efforts in utilizing DVBEs for this Project, for submission to the Owner or to the applicable state agency in the event such documentation is requested.

Good faith efforts are demonstrated by evidence of the following: (a) contact was made with the Owner regarding the identification of DVBEs; (b) contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (c) advertising was published in trade papers and other papers focusing on DVBEs; (d) invitations to bid or proposal solicitations were submitted to potential DVBE contractors; and (e) available DVBEs were considered. Contractor shall certify, under penalty of perjury, that a good faith effort was made to include DVBE subcontractors and suppliers in the Project.

Prior to, and as a condition precedent for the final Sublease payment made to Contractor by the Owner pursuant to Section 6 of the Sublease, the Contractor shall provide the Owner with written documentation identifying the amount paid to certified DVBE subcontractors and suppliers in performance of the Project. The Contractor shall also provide the Owner with a copy of the DVBE Certification Letter issued by OSDS for each DVBE that has participated in the Project. This documentation will be used by the Owner to evaluate its success in meeting its DVBE participation goal.

10. Prevailing Wages. The Project is a public work, the Work shall be performed as a public work, and under California Labor Code section 1770 *et seq.*, the Director of the California Department of Industrial Relations (“DIR”) has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner’s principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the DIR determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the DIR. Contractor and all subcontractors shall

comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

As a public work, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code.

11. Working Hours. Under California Labor Code sections 1810 to 1815, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, is paid at a rate not less than 1½ times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The Contractor and every Subcontractor shall keep the records open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the Owner forfeit \$25.00 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

12. Apprentices. The Contractor shall comply with California Labor Code sections 1777.5 and 1777.6. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than 1 hour of apprentice's work for each 5 hours of work performed by a journeyman (unless an exemption is granted in accordance with Labor Code section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

13. Skilled and Trained Workforce. The Contractor and its subcontractors at every tier shall comply with Education Code section 17407.5 and Public Contract Code sections 2600-2602, which require the Contractor and its subcontractors at every tier to employ a skilled and trained workforce, as defined herein, to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades.

For the purpose of this Section 13, the following definitions apply:

- A. “Apprenticeable occupation” means an occupation for which the Division of Apprenticeship Standards of the DIR had approved an apprenticeship program before January 1, 2014.
- B. “Graduate of an apprenticeship program” means either (a) an individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the DIR pursuant to Section 3075 of the Labor Code, or (b) an individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to apprenticeship regulations adopted by the federal Secretary of Labor.
- C. “Skilled and trained workforce” means that all of the workers are either apprentices registered in an apprenticeship program approved by the DIR, or skilled journeypersons, with, for work performed on or after January 1, 2017 and before January 1, 2108, at least 30 percent of the skilled journeypersons employed on the Project in an apprenticeable occupation by Contractor or any of its subcontractors at every tier being graduates of an apprenticeship program for the applicable occupation. Pursuant to Sections 2600-2602 of the Public Contract Code, the percentage requirement may be partially met in some apprenticeable occupations by skilled journeypersons who commenced working before an apprenticeship program existed, may be met by the hours performed by the skilled journeypersons, need not be met if less than ten (10) hours of work were performed, and need not be met by some subcontractors.
- D. “Skilled journeyperson” means any of the following: (i) a person who has graduated from an apprenticeship program for the applicable occupation that was approved by the DIR, (ii) a person who has graduated from an apprenticeship program for the applicable occupation that was located outside of California and approved for federal purposes in accordance with regulations adopted by the federal Secretary of Labor, or (iii) a person who has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program approved by the DIR.

For each calendar month during the Work, Contractor shall provide a compliance report to the Owner for each contractor or subcontractor before the fifth day of each month, using the format attached hereto as *Exhibit A*, or in a substantially similar format, demonstrating compliance with this Section 13. Such monthly compliance reports shall be subject to the California Public Records Act (commencing with Government Code section 6250), and shall be open to public inspection.

If Contractor fails to comply with this Section 13 then Owner, at its sole discretion, may terminate the Agreement pursuant to Article 14 of the General Conditions, in addition to any other rights or remedies provided to Owner in the Contract Documents. Notwithstanding any other provision of the Agreement or the General Conditions: (a) if Contractor fails to provide any required monthly compliance report pursuant to this Section 13 on or before the fifth day of the following month, or provides an incomplete report, Owner shall withhold further payments to Contractor that would otherwise be due and payable under the terms of this Agreement, until Contractor provides a complete report; and (b) if a monthly report does not demonstrate compliance with these skilled

and trained workforce requirements, Owner shall withhold further payments to Contractor that would otherwise be due and payable under the terms of this Agreement, until Contractor provides a plan to achieve substantial compliance with these requirements for the relevant apprenticeable occupation prior to completion of the Contract.

14. DSA Oversight Process. The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Inspector of Record (“IOR”) upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful actions or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered Work in accordance with the DSA Oversight Process.

15. Indemnification, Insurance, and Bonds. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers’ Compensation in compliance with the provisions of the California Labor Code and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers’ Compensation Insurance is in effect and providing that the Owner will receive 30 days’ notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be **\$1,000,000** per accident for bodily injury and property damage combined single limit.

Contractor shall provide the bonds set forth in the General Conditions, including performance and payments bonds.

16. Entire Agreement. The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties’ agreement pursuant to California Code of Civil Procedure section 1856.

17. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

18. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

19. Binding Effect. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

20. Severability; Governing Law; Venue. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, then such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of El Dorado, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

21. Amendments. The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Owner's Governing Board.

22. Assignment of Contract. The Contractor shall not assign or transfer by operation of law or otherwise any of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

23. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

24. Terms Not Defined. Capitalized terms used in this Agreement that are not otherwise defined have the same meaning as in the General Conditions or other Contract Documents.

25. Parties Bound by Agreement. Each person signing this Agreement below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the listed Party and that such execution binds that Party to the terms and conditions of this Agreement.

CONTRACTOR:

OWNER:

Carter-Kelly Incorporated,
a California **Corporation**

Rescue Union School District

BY: _____

BY: _____

James Carter

David Swart, Superintendent

TITLE: President

BY: _____

TITLE: Corporate Secretary

CALIFORNIA CONTRACTOR'S
LICENSE NO.

LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

EXHIBIT A – Lease-Leaseback Agreement

**SKILLED AND TRAINED WORKFORCE COMPLIANCE REPORT
FOR WORK PERFORMED
ON OR AFTER JANUARY 1, 2017 AND BEFORE JANUARY 1, 2018**
(Education Code §17407.5 and Public Contract Code §§2600-2602)

Owner: Rescue Union School District

Contract: Marina Village Two-Story Classroom Project
Marina Village Middle School
El Dorado Hills, El Dorado County, California

The undersigned declares:

I am the _____ of _____, the “Contractor” on the Project identified above. I hereby certify that during the month of _____, 20__, there were a total of _____ workers employed by _____ in the apprenticeable occupation of _____ and these workers performed a total of _____ hours of work within this apprenticeable occupation. I certify that all of these workers in this apprenticeable occupation are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Department of Industrial Relations (DIR), and that all of these hours performed in this apprenticeable occupation were performed by such skilled journeypersons and apprentices.

I also certify as to either Section A, B, or C for this apprenticeable occupation [*check applicable box*]:

A. Exemption from Percentage Compliance

Of the above total number of hours of work performed by workers employed by _____ in this apprenticeable occupation this month, _____ (____) were performed by skilled journeypersons, which is less than the statutory threshold of ten (10) hours.

B. Percentage Compliance by Number of Workers

1. Of the above total number of workers employed by _____ in this apprenticeable occupation this month, _____ (____) were apprentices registered in an apprenticeship program approved by the DIR.
2. Of the above total number of workers employed by _____ in this apprenticeable occupation in this month, _____ were skilled journeypersons. Included in these skilled journeypersons are the following:
 - a. _____ who are graduates of an apprenticeship program for the applicable occupation (as defined in Section 13 of the Agreement); and
 - b. _____ who are not graduates of an approved apprenticeship program for this apprenticeable occupation, but (a) no apprenticeship program had been approved by the DIR before January 1, 1995, for this apprenticeable occupation; and (b)

these workers commenced working in this apprenticeable occupation before DIR approval of an apprenticeship program for that occupation in the county in which the Project is located.

The combined number of skilled journeypersons listed in Section B.1 and Section B.2 is 30% or more of the total number of skilled journeypersons identified above, with no more than half of this percentage requirement being satisfied by the number of skilled journeypersons listed in Section B.2.b.

C. Percentage Compliance by Number of Hours

1. Of the above total number of hours of work performed by workers employed by _____ in this apprenticeable occupation this month, _____ hours were performed by apprentices registered in an apprenticeship program approved by the DIR.
2. Of the above total number of hours of work performed by workers employed by _____ in this apprenticeable occupation in this month, _____ hours were performed by skilled journeypersons. Included in these hours are the following:
 - a. _____ hours performed by graduates of an apprenticeship program for the applicable occupation; and
 - b. _____ hours performed by skilled journeypersons who are not graduates of an approved apprenticeship program for this apprenticeable occupation, but (a) no apprenticeship program had been approved by the DIR before January 1, 1995, for this apprenticeable occupation; (b) these workers commenced working in this apprenticeable occupation before DIR approval of an apprenticeship program for that occupation in the county in which the Project is located.

The combined hours of work performed by skilled journeypersons listed in Section C.1 and Section C.2 is 30% or more of the total number of hours of work performed by skilled journeypersons identified above, with no more than half of this percentage requirement being satisfied by the hours performed by skilled journeypersons listed in Section C.2.b.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__, at _____ [city], California.

[Name]

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__, at _____ [city], California.

[Name]

DRAFT

GENERAL CONDITIONS

under

LEASE-LEASEBACK AGREEMENT

FOR THE MARINA VILLAGE TWO-STORY CLASSROOM PROJECT

RESCUE UNIFIED SCHOOL DISTRICT

March 14, 2017

DRAFT

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DRAFT

ARTICLE 1 GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The “Contract Documents” consist of the Lease-Leaseback Agreement between Owner and Contractor (the “Agreement”), the Request for Proposals, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda, Payment Bond, Performance Bond, the Site Lease, the Sublease, required insurance certificates, additional insured endorsement and declarations page, list of proposed subcontractors, Non-collusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810) and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, and material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 THE CONTRACT

The Contract Documents form the Contract. The “Contract” represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Owner’s Governing Board.

1.1.3 THE WORK

The “Work” shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including, but not limited to, punch list items and submission of documents. It shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner’s representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical

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conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents. The "Site" refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

1.1.4 THE PROJECT

The "Project" is the total construction of the work of improvement, and includes the Work performed in accordance with the Contract Documents, and may include construction by the Owner or by separate contractors.

1.1.5 THE DRAWINGS

The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.6 THE SPECIFICATIONS

The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 THE PROJECT MANUAL

The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 OR

"Or" shall include "and/or."

1.1.9 COMPLETION AND COMPLETE

Statutory definitions of "completion" and "complete" shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims and warranty purposes, "completion" and "complete" mean the point in the Project where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this

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performance. "Substantial" or any other form of partial or non-compliant performance of the Work shall not constitute "completion" or "complete" under the Contract Documents.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 CORRELATION AND INTENT

1.2.1.1 *Documents Complementary and Inclusive.* The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 *Coverage of the Drawings and Specifications.* The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Contractor.

1.2.1.3 *Conflicts.* Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply for any conflict within the Contract Documents.

1.2.1.4 *Conformance with Laws.* Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract

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Documents. If Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, then Contractor shall promptly notify Architect and Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

If, as, and to the extent that Public Contract Code section 1104 is deemed to apply after the execution or award of the Contract, then Contractor shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Contractor discovered or should have discovered and reported any errors and omissions to the Owner, including, but not limited to, as the result of any review of the plans and specifications by Contractor required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Contractor.

1.2.1.5 Ambiguity. Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, then Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Total Sublease Amount or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, then Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Total Sublease Amount or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

1.2.1.6 Execution. Execution of the Agreement Between Owner and Contractor by the Contractor is a representation that the Contractor has visited the site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

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1.2.2 ADDENDA AND DEFERRED APPROVALS

1.2.2.1 *Addenda.* Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect (“DSA”).

1.2.2.2 *Deferred Approvals.* The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

1.2.3 SPECIFICATION INTERPRETATION

1.2.3.1 *Titles.* The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.3.2 *As Shown, Etc.* Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where “as directed,” “as required,” “as permitted,” “as authorized,” “as accepted,” “as selected,” or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 *Provide.* “Provide” means “provided complete in place,” that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 *General Conditions.* The General Conditions and any supplementary general conditions are a part of each and every section of the Specifications.

1.2.3.5 *Abbreviations.* In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as “Contractor shall,” “shall be,” etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Drawings.

1.2.3.6 *Plural.* Words in the singular shall include the plural whenever applicable or the context so indicates.

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1.2.3.7 *Metric.* The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.2.3.8 *Standard Specifications.* Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to completion of any part of the Work, then the Contractor may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.9 *Absence of Modifiers.* In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, upon request upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's property interest or other reserved right. All copies made under this license shall bear appropriate attribution

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and the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect.

ARTICLE 2 OWNER

2.1 DEFINITION

The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner and/or the Owner's authorized representatives, including, but not limited to, architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any Construction Manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 INTENTIONALLY LEFT BLANK

2.2.2 SITE SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

2.2.3 SOILS

2.2.3.1 *Owner Furnished Services.* When required by the scope of the Project, the Owner will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or state codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.2.3.2 *Contractor Reliance.* Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the

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subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

2.2.4 UTILITY SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

2.2.5 INFORMATION

Upon the request of the Contractor, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Contractor may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Project, and prior experience with similar projects), unless specifically stated in writing that the Contractor may rely upon the designated information.

2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

2.2.6.1 *Removal, Relocation.* Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

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2.2.6.2 Assessment. These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.2.6.3 Notification. If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, then Contractor shall immediately notify the Owner and the utility in writing.

2.2.6.4 Underground Utility Clearance. It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to the Owner.

2.2.7 EASEMENTS

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

2.2.8 REASONABLE PROMPTNESS

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable under Section 8.4.2 for any delays caused by factors beyond the Owner's control including, but not limited to, DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

2.2.9 COPIES FURNISHED

The Contractor will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

2.2.10 DUTIES CUMULATIVE

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the

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Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents, then the Owner, after providing Notice pursuant to paragraph 2.4, may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, then Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including, but not limited to, having another contractor perform some or all of the Work without terminating the Contract with Contractor. Owner may exercise this right at any time during the Contractor's Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, then the Owner may proceed to correct the deficiencies. If the Owner bids the work, then Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the sublease payments due the Contractor, pursuant to Section 9.5. If payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, then the Contractor shall pay the difference to the Owner.

ARTICLE 3 THE CONTRACTOR

3.1 DEFINITION

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 CONTRACTOR

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The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters. If any of the Work is performed by contractors retained directly by the Owner, then Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6. Specific duties of the Contractor shall be in accordance with Title 24 of the California Code of Regulations. Contractor shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

3.2.2 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.2.3 OBLIGATIONS NOT CHANGED BY OTHERS' ACTIONS

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including, but not limited to, any construction manager and the Architect, or the Inspector of Record; or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK

The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.2.5 PROJECT MEETINGS

Contractor shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Project and the future progress of the Work. Contractor shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections.

3.3 SUPERINTENDENT

3.3.1 FULL TIME SUPERINTENDENT

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The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

3.3.2 STAFF

The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.3.3 RIGHT TO REMOVE

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

3.4 LABOR AND MATERIALS

3.4.1 CONTRACTOR TO PROVIDE

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 QUALITY

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

3.4.3 REPLACEMENT

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Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Contractor at no cost to Owner.

3.4.4 DISCIPLINE

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not limited to, Subcontractors, and material or equipment suppliers retained for the Project.

3.5 WARRANTY

For the period of one (1) year after completion of the Work (see Sections 9.7.1, 12.2.5, and 12.2.6), the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 PERMITS, FEES AND NOTICES

3.7.1 PAYMENT

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5.2, unless a different mileage range is specified in the Contract Documents.

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3.7.2 COMPLIANCE

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

3.7.3 CONTRACT DOCUMENTS

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the Architect, any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.7.4 RESPONSIBILITY

If the Contractor performs Work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, then the Contractor shall assume full responsibility for such Work, and shall bear the attributable cost of correction and delay to the Work, other contractors' work, and the Project.

3.8 ALLOWANCES

3.8.1 CONTRACT

The Contractor shall include in the Total Sublease Amount all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.8.2 SCOPE

3.8.2.1 *Prompt Selection.* Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 *Cost.* Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 *Cost Included in Total Sublease Amount.* Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Total Sublease Amount and not in the allowances.

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3.8.2.4 *Total Sublease Amount Adjustment.* Whenever costs are more than or less than allowances, the Total Sublease Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost and the allowances under paragraph 3.8.2.2 and the change in the Contractor's costs under paragraph 3.8.2.3.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.9.1 REQUIREMENTS

Unless otherwise stated in Division 1 of the Specifications, the Contractor, within two (2) weeks after executing the Contract, shall prepare and submit for the Owner's, and any construction manager's, information the baseline construction schedule for the Work, which shall conform to the Contract Documents' requirements.

Contractor shall submit a monthly updated schedule that will include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Contractor shall submit its daily logs for the prior month with the updated schedule.

The schedule and updates shall conform, at a minimum, to industry standards for (a) critical path scheduling, and (b) facilitation of Owner's Project management and evaluation of Contractor Claims for additional money or time.

The schedule and updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Contractor at the beginning of the Work. The original schedule and all updates shall accurately reflect work performed to date, all construction tasks (including procurement), the critical path schedule for completion of the remainder of the Project, and the percentage of the Work completed. The original schedule and updates shall include all delay days for weather not unusually severe, even though that weather will not entitle Contractor to additional time or money.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Division 1 of the Specifications, and shall be in sufficient detail to show the chronological relationship of all activities of the Project including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Project. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format as well as hard copy. Contractor shall be solely responsible for the accuracy, utility and

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reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

The Contractor and Owner shall use any float on a "first come, first served" basis. The original schedule and updates shall reflect Contractor's and Owner's use of float. Float is not for the exclusive use or benefit of either Owner or Contractor, but it is a jointly owned expiring Project resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Contractor shall use calendar days.

If any change in Contractor's method of operations will cause a change in the construction schedule, then Contractor shall submit to Owner, Architect, and any construction manager, a revised construction schedule within seven (7) days of the change, unless a different time period is stated in Division 1 of the Specifications.

If, in the Owner's opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Work schedule or the Date for Completion (as adjusted by change orders) or if the Contractor's actual progress falls behind the Project schedule or it is apparent to Owner or Contractor that Contractor will not meet the Date for Completion (as adjusted by change orders), then the Owner may require that the Contractor prepare and submit a recovery plan. Contractor must submit a recovery plan within seven (7) days of a demand for the plan, unless a different time period is stated in Division 1 of the Specifications. At a minimum, the recovery plan must include a revised schedule that gets the Work back on schedule and completes all Work by the Date for Completion (as adjusted by change orders) or by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, then Contractor shall do so, but the order shall not act constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Contractor submits shall be certified as true and correct, as follows:

I, [name of declarant], declare the following:

[Carter-Kelly Inc.] has contracted with [Rescue Union School District] for the [Marina Village Two-Story Classroom] Project. [Carter-Kelly Inc.] authorized me to prepare schedules for [Rescue Union School District] for this Project, and I prepared

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the attached schedule. I am the most knowledgeable person at [Carter-Kelly Inc.] regarding the scheduling of this Project.

The attached schedule does not breach the Contract between [Carter-Kelly Inc.] and [Rescue Union School District] for this Project, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate as-built and as-planned dates of work on the Project (including supporting data), and is not a false claim.

The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including, but not limited to, California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself and/or [Carter-Kelly Inc.].

While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for [Carter-Kelly Inc.]) when necessary to ensure that the statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____ California.

[name of declarant]

3.9.2 DSA OVERSIGHT PROCESS

In connection with the DSA Construction Oversight Process, which includes the use of inspection cards and review of changes to the DSA-approved construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

3.9.3 FAILURE TO MEET REQUIREMENTS

Failure of the Contractor to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, sublease payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

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The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Owner, or the Architect for delivery to the Owner upon completion of the Work.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.11.1 SUBMITTALS DEFINED

3.11.1.1 *Shop Drawings.* The term “shop drawings” as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. “Product data” as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term “manufactured” applies to standard units usually mass-produced, and “fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 *Samples.* The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Owner to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

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3.11.1.3 *Contractor's Responsibility.* Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" provisions in Division 1 of the Specifications and in accordance with the Contractor's original and updated schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the Owner, the Contractor, and the Architect through the Contractor. By submitting shop drawings, product data, and samples, the Contractor or submitting party (if other than Contractor) represents that it has determined and verified all materials, field measurements, field conditions, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, "Substitutions." Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner's or Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor, will be returned unreviewed for resubmission by the Contractor.

3.11.1.4 *Extent of Review.* In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission and the Architect has given specific written approval. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

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3.11.2 DRAWING SUBMISSION PROCEDURE

3.11.2.1 *Transmittal Letter and Other Requirements.* All shop drawings must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as “clouding” on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 *Copies Required.* Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: manufacturers’ descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 *Corrections.* The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor pursuant to paragraph 4.4.

3.11.2.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.11.3 SAMPLE SUBMISSIONS PROCEDURE

3.11.3.1 *Samples Required.* In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection.

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Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.11.3.2 *Labels and Instructions.* Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 *Architect's Review.* The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 *Record Drawings and Annotated Specifications.* The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the schedule prepared by Contractor. If there is a specification that allows Contractor to elect one of several brands, makes, or types of material or equipment, then the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the Architect. On completion of the Contractor's Work and prior to the Final Sublease Payment, the Contractor will provide one complete set of Record Drawings and Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 *Equipment Manuals.* Contractor shall obtain and furnish to the Owner three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to the final Sublease Payment, and as a further condition to its approval by the Architect,

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each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.11.3.6 *Owner's Property.* All shop drawings and samples submitted shall become the Owner's property.

3.11.4 SUBSTITUTIONS

3.11.4.1 *One Product Specified.* Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 *Two or More Products Specified.* When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an "or equal" substitution is requested, then the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, then the Contractor will be responsible for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution, which fees may be withheld from sublease payments.

3.11.4.3 *Substitution Request Form.* Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner prior to the establishment of the Total Sublease Amount. Unless otherwise allowed by the Owner, any Requests submitted less than fourteen (14) days prior to the said date will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including, but not limited to, all drawings, specifications, samples, performance data,

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calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect's approval, or the approval of any other governmental agency having jurisdiction, of a requested substitution shall be on the requesting party.

3.11.4.4 *List of Manufacturers and Products Required.* The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Contractor's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

3.11.5 DEFERRED APPROVALS

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

3.12 CUTTING AND PATCHING

3.12.1 SCOPE

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

3.12.2 CONSENT

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

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3.12.3 STRUCTURAL MEMBERS

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Contractor.

3.12.4 SUBSEQUENT REMOVAL

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas or items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

3.13 CLEANING UP

3.13.1 CONTRACTOR'S RESPONSIBILITY

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work.

3.13.2 FAILURE TO CLEANUP

If the Contractor fails to clean up as provided in the Contract Documents, then the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from sublease payments. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, then the Contractor must do so.

3.13.3 CONSTRUCTION BUILDINGS

When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and

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materials within fifteen (15) days after completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

3.14 ACCESS TO WORK

The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

3.15 ROYALTIES AND PATENTS

3.15.1 PAYMENT AND INDEMNITY

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them, from loss on account thereof, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, and shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Contractor has reason to believe the required design, process, or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

3.15.2 REVIEW

The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Contractor in violation of any patent or other rights of any person or entity.

3.16 INDEMNIFICATION

3.16.1 SCOPE: CONTRACTOR

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the Construction Manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including, but not limited to, injury or death of persons, property damage, and compensation owed to other parties), and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including, but not limited to, the

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Contractor's or its Subcontractors' use of the Site in accordance with the Site Lease; the Contractor's or its Subcontractors' construction of the Project, or failure to construct the Project, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

3.16.2 SCOPE: SUBCONTRACTORS

3.16.2.1 *Indemnity.* The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including, but not limited to, injury or death of persons, property damage, and compensation owed to other parties), and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including, but not limited to, the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third

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parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.16.2.2 *Joint and Several Liability.* If more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

3.16.3 NO LIMITATION

The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

3.17 OWNER AS INTENDED BENEFICIARY

The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Contractor to fulfill its obligations under the Contract. Contractor shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE

If Contractor believes that acts or omissions of Owner (including, but not limited to, Owner caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under Section 4.5, below, then Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, then Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or

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time extension, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 DEFINITION

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative, and shall also refer to all consultants under the Architect's direction and control.

4.1.2 MODIFICATION

To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives.

4.1.3 TERMINATION

In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 STATUS

The Architect will provide administration of the Contract and may be one of several of Owner's representatives during construction, through the Lease Term, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

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4.2.2 SITE VISITS

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents.

4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Contractor.

4.2.5 [Not Used]

4.2.6 REJECTION OF WORK

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, whether or not the Work is fabricated, installed, or completed. However, no recommendation shall create a duty or responsibility to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 CHANGE ORDERS

The Architect will prepare change orders and construction change directives and may authorize minor changes in the Work.

4.2.8 WARRANTIES UPON COMPLETION

The Architect in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct field reviews of the Work to determine the date of completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related

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documents required by the Contract and assembled by the Contractor. The handling by the Architect of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Contractor's comprehensive list of items to be completed or corrected for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and withheld from sublease payments.

4.2.9 INTERPRETATION

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.

4.2.10 ADDITIONAL INSTRUCTIONS

4.2.10.1 *Architect's Interpretations and Decisions.* Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations of and decisions regarding the Contract Documents, the Architect will endeavor to secure faithful performance under the Contract Documents by both the Owner and the Contractor and will not show partiality to either. The Work shall be executed in conformity with, and the Contractor shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, then Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

4.3 INSPECTOR OF RECORD

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4.3.1 GENERAL

One or more Project inspectors (“Inspector of Record”) employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record’s duties will be as specifically defined in Title 24.

4.3.2 INSPECTOR OF RECORD’S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor’s responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record’s approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 INSPECTOR OF RECORD’S AUTHORITY TO REJECT OR STOP WORK

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 INSPECTOR OF RECORD’S FACILITIES

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector of Record with the temporary facilities as required under Division 1 of the Specifications.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, then the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the sublease payments. Such invoicing

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shall be independent from any other Owner remedies, including, but not limited to, liquidated damages. If sublease payments then or thereafter due to the Contractor are not sufficient to cover such amounts, then the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

- A. Services made necessary by the default of the Contractor.
- B. Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- C. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).
- E. Services for evaluating and processing Claims submitted by the Contractor in connection with the Work outside the established Change Order process.
- F. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- G. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS

If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time, or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the requirements of

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Section 4.5 and Article 7, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

4.5.1 NOTICE OF POTENTIAL CHANGE

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to Owner within five (5) days of Contractor becoming aware of the issues creating the potential for change, unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in Section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Work and Project management and the mitigation of Work and Project costs and delays.

4.5.2 CHANGE ORDERS REQUESTS

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Contractor continues to believe that it is entitled to additional money or time (including, but not limited to, grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Contractor shall submit a Change Order Request ("COR") to Owner within twenty (20) days of (i) becoming aware of the issues creating a potential change, or (ii) the date by which it should have become aware of the issues creating a potential change. A rejection at any time or a lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

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Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money (including time extensions) in any manner related to that issue, regardless of the merits, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information supporting the COR.

Contractor shall certify the COR using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, then a certification can still be submitted within the timelines set forth in the first paragraph of section 4.5.2. If the COR is not timely certified, then Contractor will have completely waived its rights to any money or time for that issue, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, then the entire COR shall be deemed rejected as of the thirtieth (30th) day. If the Owner requests additional information, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Owner fails to respond within fifteen (15) days after the submission of additional information, then the entire COR shall be deemed rejected as of the fifteenth (15th) day.

4.5.3 DEFINITION OF CLAIM

A "Claim" is a separate demand by the Contractor sent by registered mail or certified mail for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by Owner under the Contract Documents, (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the Owner. A claim includes any claim within the scope of Public Contract Code section 20104 et seq. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and includes an alleged breach of contract by the Owner. A Claim under this Article 4.5 shall also constitute a claim for purposes

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of the California False Claims Act. If there is a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, then Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR's and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

"Claim" does not include vouchers, invoices, sublease payment submissions, or other routine or authorized forms of requests for sublease payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. "Claim" does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Contractor shall submit all Claims to the Owner's Construction Manager (or in the absence of a Construction Manager, to Architect and Owner) within fifteen (15) days of the earliest of the following events: (a) The completion of the Work; (b) the thirtieth (30th) continuous day without labor by Contractor; and (c) Contractor's submission of a final progress payment application. Owner's rejection, or lack of rejection, of a COR at any time does not affect the deadline for filing a Claim.

In addition, on or before the fifteenth (15th) day after completion of the Work, Contractor shall submit to Owner, in writing, a summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed and which were fully compliant with the Contract's requirements for Claims. All Claims by Contractor, except those identified in the above summary, shall be waived after the fifteenth (15th) day after completion of the Work as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim, failure to include a Claim in the Claim summary, or failure to comply with any of the Claim requirements in the Contract, including, but not limited to, this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.4), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of

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certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

4.5.5 CONTENT OF CLAIM

4.5.5.1 *Claim Format; Waiver.* Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor, and the Contractor shall furnish reasonable documentation to support each Claim.

In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

I, [name of declarant], declare the following:

[Carter-Kelly Inc.] has contracted with [Rescue Union School District] for the [Marina Village Two-Story Classroom] Project. ([Carter-Kelly Inc.]) authorized me to prepare the attached Claim for money and/or time extension) for [Rescue Union School District] regarding this Project (dated _____, 20__, entitled _____, and requesting \$_____ and/or ___ additional days), and I prepared the attached Claim. I am the most knowledgeable person at [Carter-Kelly Inc.] regarding this Claim.

The attached Claim complies with all laws applicable to submission of a Claim, including, but not limited to, California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or [Carter-Kelly Inc.].

The attached Claim does not breach the Contract between [Carter-Kelly Inc.] and [Rescue Union School District] for this Project, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that [Rescue Union School District] is responsible under its Contract with [Carter-Kelly Inc.].

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While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for [Carter-Kelly Inc.]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 2____, at _____, California.

[name of declarant]

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.5.2 *Claims for Additional Money.* Each Claim for additional money (including, but not limited to, those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including, but not limited to, all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights to assert a Claim for money at a later time, unless the Owner expressly agrees in writing to allow the reservation. Any costs, direct or indirect, not asserted shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including, but not limited to, costs of delay analysis.

4.5.5.3 *Claims for Additional Time.*

4.5.5.3.1 *Notice of Extent of Claim.* If the Contractor wishes to make a Claim for an extension in the Date for Completion (including, but not limited to, Section 4.5.3(a)), then the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, and a current schedule and delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact

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on the actual completion date (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts.

In the case of a continuing delay, only one (1) initial Claim is necessary that is based on estimates of when the continuing delay will end, but within thirty (30) days of the end of the continuing delay an updated final Claim must be submitted, which shall also be certified. In no event will the Contractor be allowed to reserve its rights to assert a Claim for a time extension, unless the Owner expressly agrees in writing to allow the reservation. Any time extension not asserted shall be waived.

4.5.5.3.2 *Unusually Severe Weather Claims.* If unusually severe weather is the basis for a Claim for additional time, then Contractor must provide Owner data and facts showing that the weather conditions were abnormal for the period of time, could not have been reasonably anticipated or mitigated, and had an adverse effect on the critical path of the scheduled construction.

4.5.5.4 *"Pass Through" Claims.* A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the Owner. If a subcontractor or supplier submits a request for additional money or time to Contractor and Contractor wishes to pass it through to Owner, then Contractor must comply with all requirements of Section 4.5, including Notices of Potential Change, Change Order Requests, and Claims. Contractor must prepare and submit its own analysis of the Subcontractor's request, and the Claim must include a copy of the Subcontractor's request along with any other necessary supporting documentation.

In addition to other requirements in the Contract Documents, including but not limited to this Section 4.5, the Contractor's analysis of the Subcontractor's request must include Contractor's detailed explanation as to why the Subcontractor or supplier's request is the Owner's responsibility, including Contractor's analysis of (a) why the amount of damages the Subcontractor or supplier requests is justified and appropriate, (b) how Contractor's breach of the subcontract caused the Subcontractor or supplier to incur these damages, and (c) how the Owner's breach of the Contract caused the Contractor's breach of the subcontract. Any Contractor Claim that fails to include the above information, or that states that Owner is responsible for the Subcontractor's request only if that Contractor is found to owe money to Subcontractor, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.6 PROCEDURES FOR CLAIMS LESS THAN OR EQUAL TO \$375,000 (PUBLIC CONTRACT CODE SECTION 20104.2)

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Claims less than or equal to \$375,000 are subject to this section 4.5.6, as well as the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5.

4.5.6.1 *Claims for Less Than \$50,000.* For Claims of less than fifty thousand dollars (\$50,000), the Owner shall conduct a reasonable review of the claim and shall respond in writing to any written Claim within 35 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the claim the Owner may have against the Contractor. After receipt of a Claim, the 45-day period may be extended by Owner and Contractor. The written statement shall identify which portion of the Claim is disputed and what portion is undisputed. If the Owner needs approval from its governing body to provide the written statement, and the governing body does not meet within the 45 days or the extended period of time, then the Owner shall have up to three days after the next public noticed meeting of the governing body to provide the written statement. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner's written statement. Failure by the Owner to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

If additional information is thereafter required, then it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Owner and Contractor. If Owner and Contractor cannot reach mutual agreement, then Contractor's failure to provide any reasonably-requested information within fifteen (15) days after the request shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for such money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The Owner's written response to the Claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

4.5.6.2 *Claims Over \$50,000 and Less Than or equal to \$375,000.* For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Owner shall conduct a reasonable review of the claim and shall respond in writing to all written Claims within 45 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor. After receipt of a Claim, the 45-day period may be extended by Owner and Contractor. The written statement shall identify which portion of the Claim is disputed and what portion is undisputed. If the Owner needs approval from its governing body to provide the written statement, and the governing body does not meet within the 45 days or the extended period of time, then the

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Owner shall have up to three days after the next public noticed meeting of the governing body to provide the written statement. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner's written statement. Failure by the Owner to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

If additional information is thereafter required, then it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Owner and Contractor. If Owner and Contractor cannot reach mutual agreement, then Contractor's failure to provide any reasonably-requested information within thirty (30) days after the request shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The Owner's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

4.5.6.3 Meet and Confer. If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, then the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand received through registered mail or certified mail, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Within ten (10) business days after the conclusion of the meet and confer conference, the Owner shall give a written statement to the Contractor identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written statement. Any disputed portion of the Claim shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral

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evaluation or a dispute review board), with the Owner and Contractor sharing the costs equally. The Owner and Contractor shall agree to a mediator within ten (10) business days after the written statement; and if they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim (each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator). The parties may mutually waive the requirement for mediation in writing. If the Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then the Contractor will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. Failure by the Owner to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.4 Government Code Claim. If the Claim or any portion remains in dispute after the mediation and Contractor wishes to pursue it, then the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.3. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.3, including any period of time utilized by the meet and confer process.

4.5.7 PROCEDURES FOR CLAIMS OVER \$375,000

Contractor and Owner shall proceed with Claims over \$375,000 pursuant to Section 4.5.6, except Section 4.5.6.1 shall not be applicable. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim pursuant to Section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible.

4.5.8 CONTINUING CONTRACT PERFORMANCE

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Despite submission or rejection of a Notice of Potential Change, COR or Claim, the Contractor shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract.

4.5.9 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.5.9.1 *Trenches or Excavations Less Than Four Feet Below the Surface.* If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the Contractor shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, then Contractor must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

4.5.9.2 *Trenches or Excavations Greater Than Four Feet Below the Surface.* Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.9.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.9.2.2 The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, then the Owner shall issue a change order under the procedures described in the Contract.

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4.5.9.2.3 If a dispute arises between the Owner and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, then the Contractor shall not be excused from any deadline for completion provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.5.10 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, then written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Contractor shall follow Section 4.5.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 SUBCONTRACTOR

A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 SPECIALTY CONTRACTORS

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If a Subcontractor is designated as a “Specialty Contractor” as defined in section 7058 of the Business and Professions Code, then all of the Work outside of that Subcontractor’s specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER

In accordance with Public Contract Code sections 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor’s total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the Owner shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

5.2.2 GROUNDS FOR SUBSTITUTION

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

- A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor’s bid and at the price specified in the subcontractor’s bid, when that written contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor’s written bid, is presented to the Subcontractor by the Contractor;
- B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
- C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;
- D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code section 4108.

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- E. When the Contractor demonstrates to the Owner, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;
- F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or
- G. When the Owner, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.
- H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.
- I. When the Owner determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 *No Change in Contract.* Any substitutions of Subcontractors shall not result in any increase in the Total Sublease Amount or result in the granting of any extension of time for the completion of the Work.

5.2.2.2 *Substitution Due to Clerical Error.* The Contractor, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the Owner, give written notice to the Owner and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Contractor prior to bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the Owner and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.

In all other cases, the Contractor must make a request in writing to the Owner for the substitution of a subcontractor, giving reasons therefore. The Owner shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Owner written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

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If written objections are filed, then the Owner shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the Owner on the Contractor's request for substitution as provided in Public Contract Code section 4107. The determination by the Owner shall be final.

5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.5 SUBCONTRACTOR'S RESPONSIBILITIES

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Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3.

5.5.1 SUPERVISION BY SUBCONTRACTORS

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall at once report to Contractor any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Contractor concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

5.5.2 DISCIPLINE AND ORDER

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Contractor shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

5.5.3 DEFECTS DISCOVERED

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Contractor, the Owner and Architect, or other Subcontractors as Contractor elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, then it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Contractor over its written objection.

5.5.4 SUBCONTRACTOR INFORMATION

Each Subcontractor shall submit to the Owner, the Contractor, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Contractor in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Contractor with respect thereto.

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5.5.5 TEMPORARY STRUCTURES

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Contractor in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. When it becomes necessary due to the progress of the Work for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Contractor or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

5.5.6 CHARGES TO SUBCONTRACTOR

Each Subcontractor may be subject to the Contractor's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

5.5.7 FINES IMPOSED

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

5.5.8 PROJECT SIGNS

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

5.5.9 REMEDIES FOR FAILURE TO PERFORM

Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub.

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Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.

5.5.10 DISPUTES NOT TO AFFECT WORK

If there is any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, then the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Contractor shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Contractor for any losses suffered as a result of the delay.

5.5.11 INVOICE FOR PAYMENT

Contractor agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's invoice for payment has not been accepted or is in any way unsatisfactory.

5.5.12 COMPLIANCE WITH PROCEDURES

Each Subcontractor shall comply with all procedures established by the Contractor for coordination among the Owner, the Owner's consultants, Architect, Contractor, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

5.5.13 ON-SITE RECORD KEEPING

Subcontractor shall comply with all on-Site record keeping systems established by the Contractor and shall, upon the request of the Contractor, provide the Contractor with such information and reports as the Contractor may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

5.5.14 NON-EXCLUSIVE OBLIGATIONS

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The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 OWNER'S RIGHTS

In accordance with its rights under the Sublease, the Owner has the right to perform Project work related to the Work with the Owner's own forces, or to award separate contracts in connection with such other Work or other construction or operations on the Site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance. Upon the election to perform such work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, then the Contractor shall proceed pursuant to Section 4.5 in the Contract Documents.

6.1.2 DESIGNATION AS CONTRACTOR

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Contractor Agreement.

6.1.3 CONTRACTOR DUTIES

The Contractor shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Total Sublease Amount deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the Owner until subsequently revised.

6.1.4 OWNER OBLIGATIONS

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Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 DELIVERY AND STORAGE

The Contractor shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

6.2.2 NOTICE BY CONTRACTOR

If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, then the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 COSTS INCURRED

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work shall be borne by the party responsible. Should Contractor cause damage to the work/Work or property of any other contractor on the Project, or to the Project or property of a third party, or cause any delay to any such contractor or third party, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay under Section 3.16, below, and the Contractor shall be liable to Owner for any damages suffered by Owner, including liquidated damages for delay. Owner may withhold from sublease payments the cost of delay or damage to another contractor's work or damage to another contractor's property, and Owner's damages caused by Contractor.

6.2.4 CORRECTION OF DAMAGE

The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

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6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, then the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

7.1.1 NO CHANGES WITHOUT AUTHORIZATION

The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper completion or construction of the Work contemplated, and Owner reserves the right to require Contractor to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Contractor with money or grant extra time for any extra work ordered by the Owner to be performed. Contractor shall follow the provisions of Sections 7.6 and 7.7 when requesting additional money or additional time. Contractor shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Contractor shall follow Sections 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

7.1.2 AUTHORITY TO ORDER MINOR CHANGES

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The Owner has authority to order minor changes in the Work not involving any adjustment in the Total Sublease Amount, an extension of the Date for Completion, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

7.2 CHANGE ORDERS (“CO”)

A CO is a written instrument signed by the Owner and the Contractor, stamped (or sealed) and signed by Architect, and approved by the Owner’s Governing Board and DSA, stating the agreement of Owner and Contractor upon all of the following:

- A. A change in the Work;
- B. The amount of the adjustment in the Total Sublease Amount, if any; and
- C. The extent of the adjustment of the Date for Completion, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Contractor constitutes and includes full and complete money and time (including, but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Contractor waives all Claims for all costs and effects caused by any of the changes, including, but not limited to, labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier. However, if award of the Agreement was based on a proposed percentage fee, any requests by Contractor for additional compensation based on increased subcontractor costs, or increased material or equipment supplier costs, for which the Owner is responsible under the Contract Documents shall be solely based on the additional reasonable cost plus a markup using that percentage fee.

7.3 CONSTRUCTION CHANGE DIRECTIVES (“CCD”)

7.3.1 DEFINITION

A CCD is a written unilateral order signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating an adjustment, if any, in the Total Sublease Amount, Date for Completion. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

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7.3.2 USE TO DIRECT CHANGE

A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, then it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Total Sublease Amount or Date for Completion.

7.4 REQUEST FOR INFORMATION (“RFI”)

7.4.1 DEFINITION

An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

7.4.2 SCOPE

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Total Sublease Amount, Date for Completion, Lease Term, or the Contract Documents.

7.4.3 RESPONSE TIME

Unless Owner expressly directs otherwise in writing, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor’s requested order of priorities. The Owner and Contractor agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect’s receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect’s professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, then the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI’s submitted concurrently and the reprioritization of pending RFI’s submitted by the Contractor, among other things. If Contractor believes that the Architect’s response results in a change in the Work that warrants additional money or time, or that Architect’s response was unreasonably delayed and caused delay to the Work’s critical path, then Contractor shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the

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response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold \$100 from sublease payments in addition to any other remedies which Owner may have the right to pursue.

7.4.4 COSTS INCURRED

The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from sublease payments, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 DEFINITION

An RFP is Owner's written request asking the Contractor to submit to the Owner an estimate of the effect, including credits, of a proposed change on the Total Sublease Amount and the Date for Completion.

7.5.2 SCOPE

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 DEFINITION

A COR is a written request prepared by the Contractor asking the Owner for additional money or time.

7.6.2 CHANGES IN PRICE

A COR shall include breakdowns per section 7.7 to validate any proposed change in Total Sublease Amount.

7.6.3 CHANGES IN TIME

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Where a change in Date for Completion is requested, a COR shall also include delay analysis to validate any proposed change to the Date for Completion, and shall meet all requirements in these General Conditions, including, but not limited to, Section 8.4. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Work schedule as defined in section 3.9 and Division 1 of the Specifications.

7.7 PRICE OF CHANGE ORDERS

7.7.1 SCOPE

Any COR shall provide in writing to the Owner, the Architect and any construction manager, the effect of the proposed CO upon the Total Sublease Amount and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Date for Completion of such CO.

7.7.2 DETERMINATION OF COST

The amount of the increase or decrease in the Total Sublease Amount resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;
- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; *however*, if award of the Agreement was based on a proposed percentage fee, any requests by Contractor for additional compensation based on increased subcontractor costs, or increased material or equipment supplier costs, for which the Owner is responsible under the Contract Documents shall be solely based on the additional reasonable cost plus a markup using that percentage fee; or
- D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method, then the following requirements shall apply:

- 1. **Daily Reports by Contractor.**

- a) General: At the close of each working day, the Contractor shall

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submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Contractor. If there is disagreement, then pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

- b) Labor: Show names of workers, classifications, and hours worked.
- c) Materials: Describe and list quantities of materials used.
- d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.
- e) Other Services and Expenditures: Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs.**

a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

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c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, then it shall be returned unless the Contractor elects to keep it at the work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the costs are not substantiated by invoices or other documentation, then the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

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7.7.3 FORMAT FOR PROPOSED COST CHANGE

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions and deductions to the Contract.

	<u>EXTRA</u>	<u>CREDIT</u>
A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____
D. Subtotal	_____	_____
E. If Subcontractor performed Work, then add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item D.	_____	_____
F. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B.	_____	_____
G. Subtotal	_____	_____
H. General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of Item G; and for work performed by subcontractors, not to exceed five percent (5%).	_____	_____
I. Subtotal	_____	_____

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J. Bond not to exceed one percent (1%) of _____ of
Item I. _____

K. TOTAL _____

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project, and (2) any costs of preparing a COR, including, but not limited to, delay analysis. Any costs or expenses not included are deemed waived.

7.7.4 DISCOUNTS, REBATES, AND REFUNDS

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

7.7.5 ACCOUNTING RECORDS

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.6 NOTICE REQUIRED

Contractor shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME

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Failure to demand money based on costs, or time extensions, as part of a COR constitutes a complete waiver of Contractor's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

ARTICLE 8 TIME

8.1 DEFINITIONS

8.1.1 DATE FOR COMPLETION

Unless otherwise provided, the Date for Completion is the last day of the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 NOTICE TO PROCEED

Contractor shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

8.1.3 DAYS

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 SUFFICIENT FORCES

Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours, except that if there is an emergency or when required to complete the Work in accordance with job progress, then work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 LABOR CODE APPLICATION

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As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the work done after hours is required by the Contract Documents to be done outside the Contractor's or the Inspector of Record's regular working hours, then the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Contractor to do work outside regular working hours for the Contractor's own convenience, then the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Contractor by the Owner and withheld from sublease payments. Contractor shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Contractor elects to perform work outside the Inspector of Record's regular working hours, then costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Contractor by the Owner and withheld from sublease payments.

8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work.

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8.3 PROGRESS AND COMPLETION

8.3.1 TIME OF THE ESSENCE

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Work can reasonably be completed by the Date for Completion.

8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.3.3 EXPEDITIOUS COMPLETION

The Contractor shall proceed expeditiously to perform the Work, with adequate forces, labor, materials, equipment, services and management, and shall achieve completion of the Work by the Date for Completion.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK, ONLY (EXCUSABLE DELAY)

If Contractor exercises due diligence, but the critical path schedule of the Work is unavoidably delayed due to acts of God, acts of public enemy, acts of the Government, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually severe weather, or delays of subcontractors due to such causes, then the Owner shall extend the time to complete the Work if Contractor complies with Section 4.5 and Article 7. Owner shall take into consideration other relevant factors such as concurrent delays. Contractor has the burden of proving that any delay was excusable.

8.4.2 COMPENSABLE DELAY (TIME AND MONEY)

Compensable delays are those excusable delays (see above) for which Contractor is also entitled to monetary compensation. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; *however*, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a

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concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

8.4.3 NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY

For notice and other procedures related to requests by Contractor for additional time or money related to delay, Contractor shall comply with the Contract Documents, including but not limited to Sections 3.18 and 4.5, and Article 7.

8.4.4 EARLY COMPLETION

Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its Work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the periods set forth in the Contract Documents are reasonable time periods within which to perform the Work on the Project.

8.4.5 LIQUIDATED DAMAGES

Failure to complete the Work within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages as described in Article 3 of the Agreement. For purposes of liquidated damages, the concept of "substantial completion" shall not constitute completion and is not part of the Contract. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer if there is delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration, supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which completion of the Work is delayed beyond the Date for Completion as adjusted by Change Orders.

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If the Contractor fails to complete the Work by the Date for Completion as adjusted by Change Orders and liquidated damages therefore accrue, then the Owner, in addition to all other remedies provided by law, shall have the right to assess liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all Sublease Payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before the Date for Completion (as adjusted by Change Orders) that the Contractor cannot or will not complete the Work before those deadlines, then the Owner may assess and withhold, from Sublease Payments, the estimated amount of liquidated damages that will accrue in the future. If the withheld sublease payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, then the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If the Owner accepts any Work or makes any payment under this Agreement after a default by reason of delays, then the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding periods of time for completion and liquidated damages.

8.5 GOVERNMENT APPROVALS

Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 TOTAL SUBLEASE AMOUNT

The Total Sublease Amount is stated in the Agreement or will be calculated after entering the Agreement, it may be later adjusted by Change Orders and Construction Change Directives, and it is the total amount payable by the Owner to the Contractor under the Contract Documents, and represents the fair market value for the Work and for use of the Site during the term of the Sublease.

9.2 COST BREAKDOWN

9.2.1 REQUIRED INFORMATION

Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, Contractor shall furnish to Owner the name, address, telephone number, fax number, license number, and classification of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work; except

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that if the Contractor will be selecting its subcontractors after award of the Contract (as may be allowed in accordance with the Agreement), it shall provide this information to the Owner after selection of the subcontractors.

9.3 PROCEDURES FOR SUBLEASE PAYMENT

9.3.1 PROCEDURE

On or before the fifth (5th) day of each calendar month during the Lease Term for the number of consecutive months indicated in the Sublease and any exhibits thereto, Owner will make a Sublease Payment to Contractor, as may be adjusted by the terms of the Contract Documents. As a prerequisite and condition of each such payment, Contractor shall submit to the Architect and Owner the following information and documentation by the first (1st) day of each calendar month:

- A. A certification that the as-built Record Drawings and Annotated Specifications are current;
- B. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
- C. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work to date that Contractor has not previously submitted.
- D. Contractor's monthly report under Education Code section 17407.5(c)(1).
- E. For any post-Completion Sublease payments, all DVBE documentation required by the Agreement.

9.3.2 [Not Used]

9.3.3 WARRANTY OF TITLE

The Contractor warrants that title to all work covered by a Sublease Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of the information and documents required by Section 9.3.1, above, all work performed by Contractor to date shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Transfer of title to Work does not constitute a waiver by Owner of any defects in the Work.

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9.4 REVIEW OF SUBLEASE PAYMENT

9.4.1 OWNER ACCEPTANCE

If Contractor timely submits the required information and documents pursuant to Section 9.3.1, above, the Owner will, by the fifth (5th) day of the month, determine the amount of the Sublease Payment due to Contractor pursuant to the Contract Documents and make such payment.

9.4.2 OWNER'S REVIEW

The review of the Contractor's required information and documents will be based, at least in part, on the Owner's observations at the Site and the data in the submissions. The review is also subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by the Owner. The Owner may reject the submissions, or elect to not make a Sublease Payment, if the submissions are not complete under section 9.3 or if the Lease Term has been extended due to inexcusable delay (as set forth in the Sublease). The issuance of a Sublease Payment will constitute a representation that the Contractor is entitled to payment in that amount, subject to any specific qualifications from Owner that accompany the Sublease Payment. However, Contractor's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to completion. The issuance of a Sublease Payment will not be a waiver by the Owner of any defects in the Work performed to date, nor will it be a representation that the Owner has:

- A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;
- B. Reviewed construction means, methods, techniques, sequences, or procedures;
- C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner; or
- D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Total Sublease Amount.

9.5 DECISIONS TO WITHHOLD PAYMENT

9.5.1 REASONS TO WITHHOLD PAYMENT

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The Owner may withhold from a Sublease Payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

- A. Defective or incomplete Work not remedied;
- B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop payment notice claimant's anticipated interest and court costs, and an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld stop payment notice funds to the Contractor, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.
- C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;
- D. Reasonable doubt that the Work can be completed for the unpaid balance of any Total Sublease Amount or by the Date for Completion;
- E. Damage to the property or work of the Owner, another contractor, or subcontractor;
- F. Unsatisfactory prosecution of the Work by the Contractor;
- G. Failure to store and properly secure materials;
- H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, daily reports, monthly reports (including those required by Education Code section 17407.5(c)), shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;

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- I. Failure of the Contractor to maintain record drawings;
- J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements, whether in a request for payment or Contract adjustment, in connection with a payment or Contract adjustment, or in connection with Contractor's submissions to Owner prior to any payment or Contract adjustment;
- K. Unauthorized deviations from the Contract Documents;
- L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion deadlines;
- M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Sublease Payment;
- N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;
- O. Overpayment to Contractor on a previous payment;
- P. Credits owed to Owner for reduced scope of work or work that Contractor will not perform, including deductive CO's;
- Q. The estimated cost of performing work pursuant to Section 2.4;
- R. Actual damages related to false claims by Contractor;
- S. Breach of any provision of the Contract Documents;
- T. Owner's potential or actual loss, liability or damages caused by the Contractor; and
- U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor (see, e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions)).

Owner may withhold from a Sublease Payment up to 150% of disputed amounts. No interest shall be paid on any amounts withheld.

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Owner may, but is not required to, provide to Contractor with the Sublease Payment written notice of the items for which Owner is withholding amounts from the Sublease Payment. To claim wrongful withholding by the Owner, or if Contractor otherwise disputes any amount being withheld, Contractor must submit an inquiry in writing to Owner within thirty (30) days of receipt of the Sublease Payment, and Owner shall respond within fifteen (15) days of receipt of the inquiry. If any disputed issues remain unresolved after Owner's response, then Contractor shall timely submit a Claim pursuant to Section 4.5.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Project the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, then Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, then Contractor shall pay Owner the difference.

9.5.2 PAYMENT AFTER CURE

When Contractor removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD

Neither Owner's overpayment to Contractor, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

9.6 SUBLEASE PAYMENTS

9.6.1 PAYMENTS TO CONTRACTOR

Each Sublease Payment shall be made by Owner pursuant to the Contract Documents, including Section 9.3.1 above and Section 6 of the Sublease. Sublease Payments shall be based only on the original Total Sublease Amount plus any fully executed and Board-approved Change Orders; they shall not include Notices of Potential Claims, COR's, Claims, or disputed amounts.

The Contractor shall not be entitled to have any payment made so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncompleted. Payment shall not be a waiver of any such direction.

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9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than ten (10) days after receipt of payment from Owner, pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 PAYMENT INFORMATION

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding the calculation of the Sublease Payments.

9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT

The Owner shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

The making of a Sublease Payment, or partial or entire use or occupancy of the Project, by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

9.6.7 JOINT CHECKS

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. However, Owner has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

9.7 COMPLETION OF THE WORK

9.7.1 CLOSE-OUT PROCEDURES

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As part of the Work, the Contractor shall:

- A. Deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents; and
- B. Provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

When the Contractor considers that the Work is complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Contractor a comprehensive list of items to be completed or corrected (the "Punch List"). The Punch List shall include all outstanding obligations of Contractor, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds, and the documents described in paragraph 9.3).

The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work (including the omitted item) in accordance with the Contract Documents, and to complete or correct the work so long as the statute of limitations (or repose) has not run.

When the Contractor believes the Punch List Work is complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine completion. Owner shall again inspect the Work and inform the Contractor of any items that are incomplete or incorrect. Contractor shall promptly complete or correct items until no items remain.

After the Work, including all Punch List Work, is inspected and informally deemed by the Owner to be Complete, the Owner shall notify the Contractor, and the Owner's governing body may formally accept the Work as complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Contractor's completion of the Work (see Sections 3.5, 12.2.5, and 12.2.6). Owner may record a Notice of Completion as allowed by Civil Code section 9200 *et seq.*

9.7.2 COSTS OF MULTIPLE INSPECTIONS

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More than two (2) requests by Contractor to make inspections to confirm completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining Sublease Payments.

9.8 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed, or partially completed, portion of the Work at any stage prior to acceptance, or prior to completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Contractor of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner and the Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9 FINAL SUBLEASE PAYMENT

On or before the due date of the final Sublease Payment, as provided by the Contract Documents, Owner shall issue a Final Sublease Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 CONTRACTOR RESPONSIBILITY

The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the

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program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Contractor will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors on the Project to form a joint safety effort.

10.1.2 SUBCONTRACTOR RESPONSIBILITY

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 COOPERATION

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 ACCIDENT REPORTS

Subcontractors shall promptly report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, then the accident shall be reported immediately by telephone or messenger. Contractor shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

10.1.5 FIRST-AID SUPPLIES AT SITE

The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 THE CONTRACTOR

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- A. Employees on the Work and other persons who may be affected thereby;

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- B. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.2 CONTRACTOR NOTICES

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 SAFETY BARRIERS AND SAFEGUARDS

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

10.2.5 FINGERPRINTING

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including, but not limited to, the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is a part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

10.3 PROTECTION OF WORK AND PROPERTY

10.3.1 PROTECTION OF WORK

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of

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the Work or 30 days after completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

10.3.2 PROTECTION FOR ELEMENTS

The Contractor will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Contractor shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

10.3.3 SHORING AND STRUCTURAL LOADING

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.3.6 SITE ACCESS

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The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.3.7 PROTECTION OF MATERIALS

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

10.4 EMERGENCIES

10.4.1 EMERGENCY ACTION

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

10.4.2 ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, then the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 HAZARDOUS MATERIALS

10.5.1 DISCOVERY OF HAZARDOUS MATERIALS

If the Contractor encounters or suspects the presence on the Site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, then the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether such material was generated by the Contractor, another contractor, or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact

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the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS

If the presence of hazardous materials is suspected or discovered on the Site, then the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR

If the presence of hazardous materials on the Site is not caused by the Contractor, then Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor for any delay or additional costs incurred in accordance with the applicable provisions of Articles 7 & 8 herein. Owner shall defend, indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Contractor's active negligence, sole negligence or willful misconduct. By providing this indemnification, District does not waive any immunities.

10.5.4 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR

If the presence of hazardous materials on the Site is caused by Contractor, Subcontractors, materialmen or suppliers, then the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct.

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10.5.5 TERMS OF HAZARDOUS MATERIAL PROVISION

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

10.5.6 ARCHEOLOGICAL MATERIALS

If the Contractor encounters or reasonably suspects the presence on the Site of archeological materials, then the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice from the Owner.

ARTICLE 11 INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

11.1.1 LIABILITY INSURANCE REQUIREMENTS

11.1.1 Before commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;
- 11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;
- 11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and

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- 11.1.1.4 claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and
- 11.1.1.5 claims involving blanket contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- 11.1.1.6 claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

If commercial general liability insurance or another insurance form with a general aggregate limit is used, then either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

11.1.3 OWNER'S INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability

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insurance unless specifically required by the Contract Documents.

11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS

The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, then such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.1.5 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the contractor fails to maintain such insurance, then the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Contractor being injured or killed, and withhold from Sublease Payments the amount of the premium for such insurance.

11.1.6 BUILDER'S RISK/"ALL RISK" INSURANCE

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including, but not limited to, the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through

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revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

11.1.7 CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

11.1.8 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

11.1.9 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.1.10 PROOF OF CARRIAGE OF INSURANCE

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The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:

This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- (c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.
- (d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

11.1.11 COMPLIANCE

If any contractor fails to furnish and maintain any insurance required by this Article, then the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

11.2 PERFORMANCE AND PAYMENT BONDS

11.2.1 BOND REQUIREMENTS

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance

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bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Total Sublease Amount is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Total Sublease Amount, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, then the Owner may terminate the Contract for cause.

11.2.2 SURETY QUALIFICATION

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, then Contractor must, if so required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Total Sublease Amount or Date for Completion.

12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, then the Owner may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, then costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such Work is not in accordance with Contract Documents, then the Contractor shall pay such

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costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

12.2 CORRECTION OF WORK; WARRANTY

12.2.1 CORRECTION OF REJECTED WORK

The Contractor shall promptly correct the Work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

12.2.2 REMOVAL OF NONCONFORMING WORK

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted or approved by the Owner.

12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT

If the Contractor fails to correct nonconforming Work within a reasonable time, then Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the Work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, then Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then Contractor shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If Sublease Payments then or thereafter due the Contractor are not sufficient to cover such amount, then Contractor shall pay the difference to the Owner.

12.2.4 COST OF CORRECTING THE WORK

The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming Work.

12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)

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Pursuant to the warranty in Sections 3.5 and 9.7.1, if within one (1) year after the completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, then the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

12.2.6 NO TIME LIMITATION

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Sections 3.5, 9.7.1, and 12.2.5 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT

If it is found at any time before completion of the Work that the Contractor has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, then the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper Work. The Owner may withhold from any amount due or to become due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural related Work shall be accepted that is not in conformance with the Contract Documents.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

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The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, then that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

13.4 RIGHTS AND REMEDIES

13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 NO WAIVER

No action or failure to act by the Owner, Inspector of Record, Architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

13.5 TESTS AND INSPECTIONS

13.5.1 COMPLIANCE

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 INDEPENDENT TESTING LABORATORY

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The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, then Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from Sublease Payments.

13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD

The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

13.5.4 TESTING OFF-SITE

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 ADDITIONAL TESTING OR INSPECTION

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, then the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

13.5.6 COSTS FOR RETESTING

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, then the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from Sublease Payments.

13.5.7 COSTS FOR PREMATURE TEST

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If the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, then the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from Sublease Payments.

13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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13.7 TRENCH EXCAVATION

13.7.1 TRENCHES GREATER THAN FIVE FEET

Pursuant to Labor Code section 6705, if the Total Sublease Amount exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, then the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.7.2 EXCAVATION SAFETY

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, then the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

13.7.3 NO TORT LIABILITY OF OWNER

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.7.4 NO EXCAVATION WITHOUT PERMITS

The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

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13.8 WAGE RATES

13.8.1 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations (“Director”). These rates are on file with the Clerk of the Owner’s governing board, and copies will be made available to any interested party on request.

13.8.2 HOLIDAY AND OVERTIME PAY

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS

The Contractor shall pay and shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, then such change shall not alter the wage rates discussed in the Notice to Bidders or the Contract subsequently awarded.

13.8.5 FORFEITURE AND PAYMENTS

Pursuant to Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall as a penalty to the Owner, forfeit not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Contractor or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) whether the failure of the contractor or subcontractor to pay

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the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the contractor or subcontractor; and (2) whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor.

13.8.6 MINIMUM WAGE RATES

Any worker employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

13.8.7 PER DIEM WAGES

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

13.8.8 POSTING OF WAGE RATES

The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

13.9 RECORD OF WAGES PAID; INSPECTION

13.9.1 APPLICATION OF LABOR CODE

Pursuant to section 1776 of the Labor Code:

(a) Each Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.

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- (2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and as may be required by the Labor Commissioner under Labor Code section 1771.4. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.

- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the Owner or the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR"). If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Contractor.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement of the DIR or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

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(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement of the DIR shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The contractor shall inform the Owner of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). If the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

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13.10 APPRENTICES

13.10.1 APPRENTICE WAGES AND DEFINITIONS

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

13.10.2 APPRENTICE LABOR POOL

When the Contractor to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

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13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, then shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 *Apprenticeable Craft or Trade.* “Apprenticeable craft or trade” as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.

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- C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

13.10.5 RATIO EXEMPTION

When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

13.10.6 APPRENTICE FUND

A Contractor to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Site of the Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

13.10.7 PRIME CONTRACTOR COMPLIANCE

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor.

13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE

All decisions of the joint apprenticeship committee under this section 13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

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13.10.9 NO BIAS

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

13.10.10 VIOLATION OF LABOR CODE

Pursuant to Labor Code section 1777.1, if a Contractor or Subcontractor willfully fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, among other things:

(a) The Labor Commissioner may deny to the contractor or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(b) A contractor or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of one hundred dollars (\$100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the Sublease Payments then due or to become due.

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

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13.11 ASSIGNMENT OF ANTITRUST CLAIMS

13.11.1 APPLICATION

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the Owner tenders Final Sublease Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, then the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.11.2 ASSIGNMENT OF CLAIM

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

13.12 AUDIT

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after the final Sublease Payment under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after the final Sublease Payment under the Contract, Owner shall also have the right to an audit, and Contractor must cooperate by producing all information requested within seven (7) days.

13.13 STORM WATER DISCHARGE PERMIT

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If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, then the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, then Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 GROUNDS FOR TERMINATION

The Owner may terminate the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward completion by the Date for Completion;

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- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;
- C. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- D. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f); or
- E. Otherwise is in breach of the Contract Documents.

14.2.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor's surety on the performance bond ("Surety"):

- A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. Accept assignment of subcontracts pursuant to section 5.4; and
- C. Complete the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 PAYMENTS WITHHELD

If the Owner terminates the Contract for one of the reasons stated in section 14.2.1, then the Contractor shall not be entitled to receive further payment until the Work is complete.

14.2.4 PAYMENTS UPON COMPLETION

If the unpaid balance of the Total Sublease Amount exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, then such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, then the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

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14.2.5 INCLUSION OF TERMINATION FOR CONVENIENCE

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.1 SUSPENSION BY OWNER

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 *Adjustments.* An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

- A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
- B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 *Adjustments for Fixed Cost.* Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.3.2 TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.2.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.4 NOT A WAIVER

Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

14.5 MUTUAL TERMINATION FOR CONVENIENCE

The Contractor and the Owner may mutually agree in writing to terminate this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

14.6 EARLY TERMINATION

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, then the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

LEASE-LEASEBACK

SITE LEASE AGREEMENT

Dated as of March 14, 2017

Between

Rescue Union School District

and

Carter-Kelly Inc.

The Marina Village Two-Story Classroom Project

at Marina Village Middle School,

1901 Francisco Drive, El Dorado Hills, CA 95762

**LEASE-LEASEBACK
SITE LEASE AGREEMENT
Marina Village Two-Story Classroom Project**

THIS LEASE-LEASEBACK SITE LEASE AGREEMENT (“Site Lease”) is entered into as of **March 14,** 2017, between the Rescue Union School District, a California public school district (the “Owner”), as lessor, and **Carter-Kelly Inc.**, a California corporation and licensed contractor (the “Contractor”), as lessee. Owner and Contractor are each a “Party” and together are the “Parties” to this Site Lease.

The Owner desires to provide for the construction of certain public improvements (the “Project”) more fully described in that certain Lease-Leaseback Agreement, dated **March 14,** 2017, between the Owner and Contractor and located at Marina Village Middle School, 1901 Francisco Drive, El Dorado Hills, California, (the “Site”); and

The Owner’s governing body has determined that it is in the best interests of the Owner and for the common benefit of the residents it serves to construct and finance the Project by leasing the Site on which the Project is to be constructed to Contractor, and subleasing from Contractor the Site, including the Project, under that certain Sublease Agreement dated , 2017, between Owner and Contractor (the “Sublease”); and

The Owner is authorized under California Education Code section 17406 to lease the Site, and its governing body has authorized the execution and delivery of this Site Lease; and

The purpose of the Site Lease is for Contractor to have necessary access to and use of the Site for the purpose of financing and constructing the Project; and

Contractor is authorized to lease the Site as lessee and to finance and construct the Project on the Site, and has authorized the execution and delivery of this Site Lease.

The Parties therefore agree as follows:

1. Site Lease. The Owner leases to Contractor and Contractor leases from the Owner, on the terms and conditions of this Site Lease, the Site more specifically described or depicted in **Exhibit A** attached to this Site Lease, including any real property improvements now or later placed on the Site. References in this Site Lease to the term “Contractor” means Contractor and Contractor’s assigns for those rights, interests, and obligations that may be assigned by Contractor. The Site is leased to Contractor on an “as is” basis. Owner shall not be required to make or construct any alterations including structural changes, additions or improvements to the Site. By entering and taking possession of the Site pursuant to this Site Lease, Contractor accepts the Site in “as is” condition. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Owner or Contractor, and Owner and Contractor expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Site Lease or the Contract Documents.

2. Term. The term of this Site Lease (“Term”) shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination of the Contract, as set forth in the Lease-Leaseback Agreement, the Parties’ respective interests under this Site Lease will automatically end and be released, and title to the Site and Project will automatically and fully vest in the Owner. The Project is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in the Sublease.

3. Representations and Warranties of the Owner. The Owner represents and warrants to Contractor that:

(a) The Owner has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;

(b) There are no liens on the Site other than permitted encumbrances;

(c) All taxes, assessments, or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

(d) The Site is properly zoned for the intended purpose and utilization of it or the Owner intends to render zoning inapplicable pursuant to Government Code section 53094;

(e) The Owner is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;

(f) There is no litigation of any kind currently pending or threatened regarding the Site or the Owner’s use of the Site for the purposes contemplated by this Site Lease, the Sublease, and the Lease-Leaseback Agreement;

(g) To the best of the Owner’s knowledge, after actual inquiry: (i) other than those addressed in the Scope of Work, as set forth in the Lease-Leaseback Agreement, no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called “Environmental Regulations”), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or Contractor or Contractor’s subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called “Hazardous Substances”), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is now located in the Site; (v) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such

violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the Owner shall not abandon the Site for the use for which it is currently required by the Owner and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Sublease.

(i) The term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Site.

4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority, and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery, and performance of this Site Lease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery, and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

5. Rental. Contractor shall pay to the Owner as and for advance rental hereunder \$1.00 per year per Site, on or before the date of commencement of the term of this Site Lease.

6. Purpose. Contractor shall use the Site solely for the purpose of constructing the Project on the Site and for subleasing the Site to the Owner. Contractor warrants that it will not engage in any unlawful activities on the Site and that Contractor will not engage in activities on the Site not authorized by the Owner.

7. Termination. Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of beginning of the term of this Site Lease, reasonable wear and tear excepted; (ii) to release and reconvey to the Owner any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including but not limited to the Project, shall remain on the Site and title to all such improvements shall vest in the Owner. Notwithstanding the Owner's rights in the event of termination under this Section 7, Contractor shall retain the right to full compensation for all services rendered before the termination in accordance with the Lease-Leaseback Agreement and the Sublease.

8. Quiet Enjoyment. The Owner covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and, that in the event the Owner's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the Owner will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

9. No Liens. The Owner shall not mortgage, sell, assign, transfer, or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the Owner from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended. Contractor warrants that at all times during this Site Lease, the Site and Project shall remain free and clear of all liens (including mechanic's liens), mortgages, deeds of trust, easements and all other encumbrances, other than liens existing at the time the Project starts, unless the Owner gives Contractor prior written permission to place, or allow to be placed, any liens, mortgages, deeds of trust, easements or other encumbrances on the Site.

10. Right of Entry. The Owner reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with Contractor's operations on the Project.

11. Assignment and Subleasing. Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the Owner.

12. No Waste. Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer, or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

13. Eminent Domain. In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due and the next succeeding Sublease Payment. The balance of the award, if any, shall be paid to the Owner.

14. Taxes. The Owner covenants and agrees that as between Owner and Contractor, Owner shall pay any and all assessments of any kind or character and also all taxes, including possessory interest - taxes, levied or assessed upon the Site or the improvements thereon.

15. Severability. If a court of competent jurisdiction shall hold any provision of this Site Lease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Site Lease, unless elimination of such provision materially alters the rights and obligations embodied in this Site Lease.

16. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Parties and their respective successors in interest and permitted assigns, if any.

17. Amendments and Modifications. This Site Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of both Parties.

18. Execution in Counterparts. This Site Lease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

19. Applicable Law. This Site Lease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

20. Headings. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Site Lease.

21. Time. Time is of the essence in this Site Lease and all of its provisions.

22. Terms Not Defined. Capitalized terms used in this Site Lease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, and other Contract Documents.

CONTRACTOR

OWNER

Carter-Kelly Inc.

Rescue Union School District

By: _____
Title: James E. Carter, President

By: _____
David Swart, Superintendent

By: _____
Title: Corporate Secretary

***EXHIBIT A
LEASE-LEASEBACK SITE LEASE***

DESCRIPTION OR DEPICTION OF SITE

(See attached diagram depicting the Site)

LEASE-LEASEBACK
SUBLEASE AGREEMENT
Dated as of March 14, 2017

Between
Rescue Union School District
and
Carter-Kelly Inc.

Marina Village Two-Story Classroom Project
1901 Francisco Drive, El Dorado Hills, CA 95762

**LEASE-LEASEBACK
SUBLEASE AGREEMENT
Marina Village Two-Story Classroom Project**

THIS LEASE-LEASEBACK SUBLEASE AGREEMENT (“Sublease”) is entered into as of **March 14, 2017** between **Carter-Kelly Inc.**, a California **corporation** and licensed contractor (“Contractor”), as lessor, and the Rescue Union School District, a California public school district (the “Owner”), as lessee. Owner and Contractor are each a “Party” and together are the “Parties” to this Sublease.

This Sublease is entered into by the Parties pursuant to California Education Code section 17406 (“Section 17406”), which permits the governing board of school district to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provides for the construction thereon, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease.

The Owner deems it essential for its own governmental purpose to construct and install certain improvements (the “Project”) described in Section 1 of that certain Lease-Leaseback Agreement entered into between the Owner and Contractor and dated **March 14, 2017**, and situated on the Site described or depicted in Exhibit A of that certain Site Lease dated **March 14, 2017**, between the Owner and Contractor.

Pursuant to Section 17406, the Owner is leasing the Site to Contractor under the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the Owner under the terms of this Sublease.

Contractor will finance construction of the Project. As part of its Sublease Payments (as described in Section 6, below) to Contractor, District will compensate Contractor for the cost of financing construction of the Project.

The Owner and Contractor therefore agree as follows:

1. Sublease. Contractor subleases to the Owner, and the Owner subleases from Contractor, the Site, including any real property improvements now or later placed on the Site. Reference in this Sublease to the term “Contractor” means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The purpose of this Sublease is (1) for the Owner to have necessary access to and use of the Site at such times and in such a manner as will not impede the construction of the Project; (2) for the Owner to obtain financing for the Project from the Contractor; and (3) during the term of the Sublease, for the Owner to enjoy beneficial use and occupancy of the Site and the completed Project.

During the term of the Sublease, Owner and its agents, employees and invitees may enter into and upon the Site and the Project at all reasonable times necessary for the Owner to conduct its business. During construction of the Project, the Owner shall not unduly disturb, or unreasonably interfere with Contractor’s work on the Project and related improvements to the Site. Following completion of the

Project, the Owner shall enjoy full and undisturbed use of the Site during the remainder of the Sublease Term.

2. Term. The term of this Sublease (“Term”) shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination of the Contract, as set forth in the Lease-Leaseback Agreement, the Parties’ respective interests under this Sublease will automatically end and be released, and title to the Site and Project will automatically and fully vest in the Owner. The Project is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in this Sublease.

3. Representations and Warranties of the Owner. The Owner represents and warrants to Contractor that:

(a) The Owner is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into and perform all of its obligations under this Sublease.

(b) The Owner’s governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which the Owner is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Owner, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of the Owner to perform its obligations under this Sublease.

(e) The Project and the Site are essential to the Owner in the performance of its governmental functions and their estimated useful life to the Owner exceeds the term of this Sublease.

(f) The Owner shall take such action as may be necessary to include all Sublease payments in its annual budget and annually to appropriate an amount necessary to make such Sublease payments.

(g) The Owner shall not abandon the Site for the use for which it is currently required by the Owner and, to the extent permitted by law, the Owner shall not seek to substitute or acquire property to be used as a substitute for the use for which the Site is maintained under the Sublease.

(h) Except as may be permitted under federal or state laws, the Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party by which it or its property is bound;

(d) There is no pending or, to the knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Sublease;

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Sublease payments, except as permitted under this Sublease.

5. Construction/Acquisition.

(a) The Owner has entered into the Contract with Contractor in order to acquire and construct the Project, while enjoying use of the Site. The cost of the acquisition, construction and installation of the tenant improvements defined as the Project and the Owner's use of the Site under this Sublease is determined by the Total Sublease Amount as set forth in the Lease-Leaseback Agreement and *Exhibit A* of this Sublease.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the Owner shall maintain on deposit in its general or other appropriate fund, and shall annually appropriate funds sufficient to make all Sublease payments which become due to Contractor under this Sublease.

6. Sublease Payments.

(a) Over the Term of this Sublease, the owner will pay to the Contractor the Total Sublease Amount in _____ () monthly installments, (each such installment being a "Sublease Payment"), pursuant to a Schedule of Sublease Payments which shall be prepared and executed by the Parties following approval by Owner of the Total Sublease Amount pursuant to Education Code section 17406(a)(3). Upon execution by the Parties, the Schedule of Sublease Payments shall be attached hereto as *Exhibit A* and shall be deemed incorporated herein by this reference.

(b) The Owner may adjust the Total Sublease Amount to account for any changes in the scope of the Project or use of the Site during the term of the Sublease. As set forth in the General Conditions, any changes in the Total Sublease Amount shall result in a prorated increase, or decrease, in Sublease Payments made following the adjustment to the Total Sublease Amount.

(c) The obligation of the Owner to pay Sublease Payments shall constitute a current expense of the Owner and shall not in any way be construed to be a debt of the Owner in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Owner, nor shall anything contained in this Sublease constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

7. Extension of Sublease Term.

(a) *Excusable Delay.* If the Date for Completion is extended by change orders that grant time extensions for delay pursuant to the Contract, then the Sublease Term shall be extended by one month for each full month of total time extensions, and Owner shall increase the number, and lower the equal dollar amounts, of the remaining Sublease Payments based on the months added to the Sublease Term.

(b) *Inexcusable Delay.* If the Project will not be completed by the Date for Completion set forth in the Lease-Leaseback Agreement due to delay that is not excusable under the terms of the Contract, including Article 8 of the General Conditions, then the Sublease Term shall be extended by one month for each full month of such delay, and Owner shall either (i) elect not to make a Sublease Payment during construction for each month added to the Sublease Term, or (ii) increase the number, and lower the equal dollar amounts, of the remaining equal Sublease Payments based on the months added to the Sublease Term.

(c) If the total delay in completion is only partially entitled to time extensions for excusable delay under the terms of the Contract, then the Sublease Term shall be extended by one month for each full month of total delay. If the delays entitled to time extensions are less than half of the total delay in completion, then the Owner shall elect between the procedures in Section 7(b)(i) and (ii) above; and if such delays are equal to or more than half of the total delay in completion, the Owner shall proceed pursuant to Section 7(b)(ii) above.

8. Fair Rental Value. Sublease Payments shall be paid by the Owner in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during this Sublease. The Parties have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the Parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits from the Project and Site which will accrue to the Owner and the general public, the ability of the Owner to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Lease-Leaseback Agreement and which do not interfere with Contractor's work on the Project and Site.

9. Sublease Abatement. Sublease Payments due with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the Owner of the Project and the Site or any substantial portion the Site. For each potential incident of substantial interference, decisions to be made on: (i) whether or not abatement shall apply; (ii) the date upon which abatement shall commence; (iii) the applicable portion of Sublease Payments to be abated and; (iv) the concluding date of the particular abatement, shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's

right to dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

10. Use of Site and Project. During the Sublease Term, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns. The Owner will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Owner shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the Owner agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the Owner may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Contractor, adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project, as defined in the General Conditions, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations at the Site by Contractor.

11. Contractor's Inspection/Access to the Site. The Owner agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project and to examine and inspect the Site and the Project. The Owner further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the Owner to perform its obligations under this Sublease.

12. Project Acceptance. The Owner shall perform a final inspection and acknowledge completion of the Work, as set forth in Article 9.7 of the General Conditions. The Owner's governing body shall accept the Work to the extent required by the Contract Documents, including Article 9.7 of the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

13. Alterations and Attachments. All permanent additions and improvements that are made to, and as part of, the Project shall belong to and become the property of Contractor until termination of the Contract, subject to the provisions of this Sublease. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner.

14. Physical Damage; Public Liability Insurance. The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them by the Lease-Leaseback Agreement.

15. Taxes. The Owner shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or later be imposed upon the ownership,

leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

16. Non-Waiver. No covenant or condition to be performed by the Owner or Contractor under this Sublease can be waived except by the written consent of the other Party. Forbearance or indulgence by the Owner or Contractor in any regards whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of a covenant or condition, the other Party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite that forbearance or indulgence.

17. Assignment. Without the prior written consent of Contractor, the Owner shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part of them, or any interest in them, or (b) sublet or lend the use of the Project or any part of it, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* Consent to any of the prohibited acts listed applies only in the given instance and is not a consent to any subsequent like act by the Owner or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligations to issue default notices and to convey or reconvey its interest in the Project and Site to the Owner upon full satisfaction of the Owner's obligations under this Sublease; however, Contractor may assign its right, title and interest in the Sublease Payments and other amounts due under this Sublease and the Project in whole or in part to one or more assignees or subassignees at any time with the consent of the Owner which shall not be unreasonably withheld. No assignment shall be effective as against the Owner unless the Owner is so notified in writing. The Owner shall pay all Sublease Payments according to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. During the Sublease Term, the Owner shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the Parties.

18. Release of Liens.

(a) Upon termination of the Contract, Contractor or its assignee and the Owner shall release Contractor's leasehold interest in the Project.

(b) Contractor shall authorize, execute, and deliver to the Owner all documents reasonably requested by the Owner to evidence (i) the release of any and all liens created under this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

19. Severability. If a court of competent jurisdiction shall hold any provision of this Sublease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

20. Entire Agreement. This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contract Documents that make up the "Contract" constitute the entire agreement between the Parties with respect to the Project, and it shall not be amended, altered, or changed except by a written agreement signed by both Parties.

21. Headings. The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Sublease.

22. Time. Time is of the essence in this Sublease and all of its provisions.

23. Sublease Interpretation. This Sublease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

24. Execution in Counterparts. This Sublease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

25. Terms Not Defined. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, or other Contract Documents.

CONTRACTOR:

OWNER:

Carter-Kelly Inc.

Rescue Union School District

BY: _____

BY: _____

TITLE: James E. Carter, President

David Swart, Superintendent

BY: _____

TITLE: Corporate Secretary

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

*[For percentage fee proposals, complete the Sublease Payments table (below), but **do not** execute this Exhibit A until the Total Sublease Amount has been approved by the District's governing board.]*

The Total Sublease Amount shall be \$ _____ .00.

The Schedule of Sublease Payments shall be as follows:

<u>Payment No.</u>	<u>Date Payment Is Due</u>	<u>Amount of Payment</u>
1	_____, 20__	\$ _____.
2	_____, 20__	_____.
3	_____, 20__	_____.
4	_____, 20__	_____.
5	_____, 20__	_____.
6	_____, 20__	_____.
7	_____, 20__	_____.
8	_____, 20__	_____.
9	_____, 20__	_____.
10	_____, 20__	_____.

CONTRACTOR:

BY: _____

TITLE: President

BY: _____

TITLE: Corporate Secretary

OWNER:

Rescue Union School District

BY: _____

David Swart, Superintendent



RESCUE UNION SCHOOL DISTRICT

"Educating for the Future Together"

2390 Bass Lake Road • Rescue, CA 95672

(530) 677-4461 • FAX (530) 677-0719

www.rescueusd.org

Notice of Intent to Award Lease-Leaseback Contract

March 8, 2017

Carter-Kelly Inc.
P.O. Box 1477
Placerville, CA 95667
Attn: Jim Carter

Subject: Rescue Union School District ("District")
Marina Village Middle School: Two-Story Classroom Project ("Project")

Thank you for your interest in the Marina Village Middle School: Two-Story Classroom Project ("Project") and in working with Rescue Union School District. Pursuant to the review of the Qualifications and Value-Based Proposals submitted on the Lease-Leaseback RFQ/RFP in connection with the Marina Village Two-Story Classroom Project, the District intends to award the Lease-Leaseback Contract for the Project to Carter-Kelly Inc.

Based on the analysis of the District, the qualifications and proposals by Contractors received the following ranking: (1) Carter-Kelly Inc. (2) Landmark Construction (3) Roebbelen Construction

Thank you again for your interest in the Project and in working with Rescue Union School District.

Respectfully,

Michael "Sid" Albaugh
Assistant Superintendent of Business Services

David Swart, Superintendent

Board of Trustees

Nancy Brownell • Suzanna George • Stephanie Kent • Tagg Neal • Kim White

ITEM #: 9
DATE: March 14, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Marina Village Kitchen Improvement

BACKGROUND:

Marina Village Middle School is one of the oldest schools in Rescue Union School District. In order to better serve the student population and ensure the safety of staff, the Marina Village Kitchen is in need of improvements that will provide staff a safer work area and improve the operational efficiency of the food service program.

STATUS:

With enrollment approaching 800 students, the Marina Village kitchen staff has slowly been losing serving space with the addition of needed ovens, warmers, refrigerators, etc. These tight working conditions have made it difficult to safely serve students. District staff recommends enclosing the covered outdoor serving area to create a safer and more operationally efficient serving area for staff and students.

FISCAL IMPACT:

The district will negotiate with prequalified contractors pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCAA) procedures as set forth in the Public Contract Code Sections 22030-22045.

The estimated cost for this project is \$43,940, which is under the \$45,000 threshold. Therefore, this project will be performed by negotiated contract or by purchase order with a qualified contractor.

BOARD GOAL(S):

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Board Focus Goal V - FACILITY / HOUSING

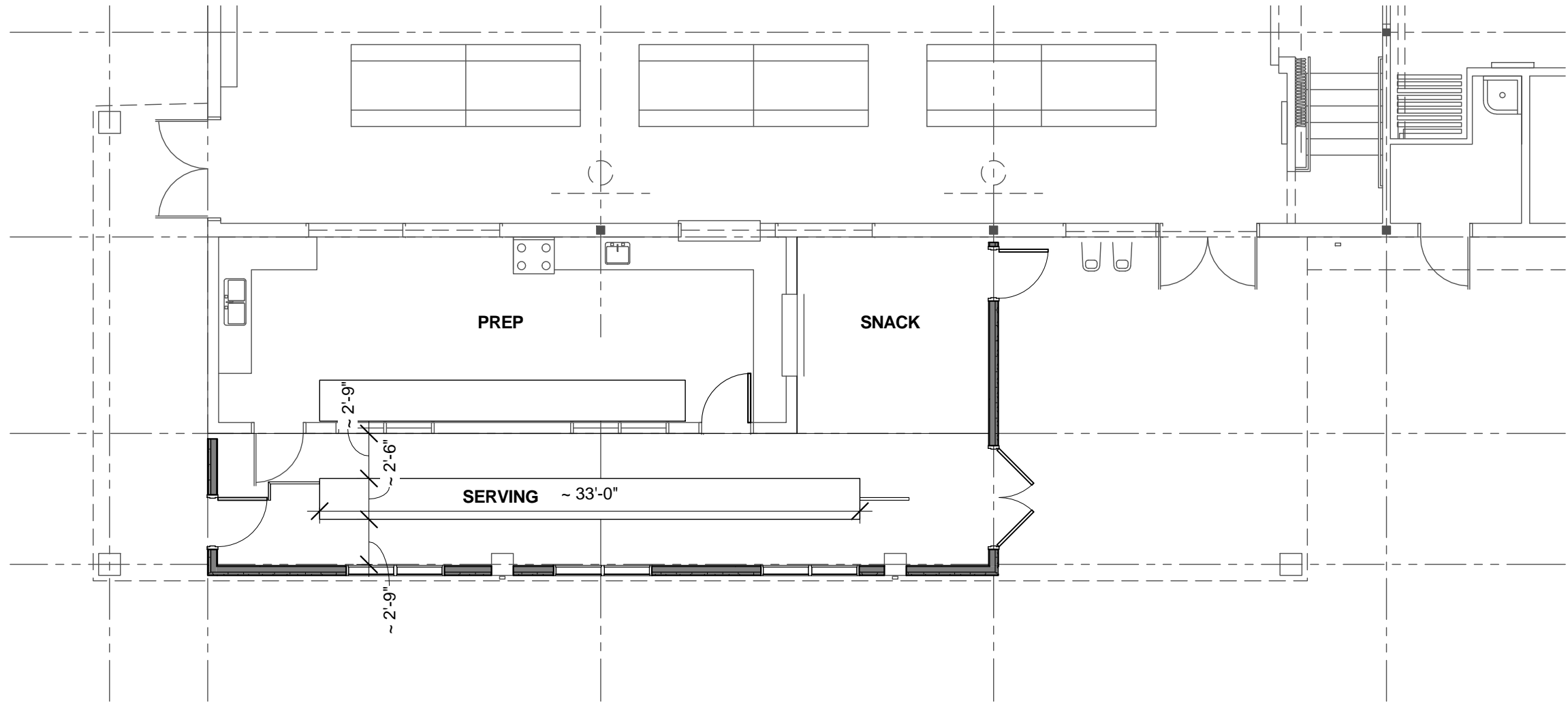
Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

Local Control Accountability Plan GOAL 6:

The District will create and maintain facilities and grounds that are safe, clean and conducive to the learning process.

RECOMMENDATION:

The district staff recommends the Board approve the Marina Village Kitchen Improvement.



RESCUE UNION SCHOOL DISTRICT

MARINA VILLAGE MIDDLE SCHOOL - FOOD SERVICE STUDY

FLOOR PLAN



(530) 621-0950

P.O. Box 1477 • Placerville, CA 95667

Contractors License #407415

Phil Jones
Director of Facilities
Rescue Union School District
2460 White Oak Rd.
Rescue, Ca., 95672

September 20,2016

Re: Marina Village Food Prep Addition

Phil,

Please find below, a lump sum cost proposal for the following work @ Marina Village School

- Form & pour perimeter, 6" concrete curb
- Framing per sketch and job walk
- New hollow metal frames, doors, hardware. (2) single, (1) pair
- New drywall, tape, texture
- Painting new drywall, hardie board siding, and existing ceiling
- Insulate new walls
- Provide & install (3) new windows
- Remove existing railing, patch concrete where required

Excludes: Plumbing, electrical, HVAC, security & fire alarm, fire sprinklers, flooring

Lump Sum: \$43,940

Add: \$940 to paint 3'-6"x 75' weathered stucco above columns

Please advise if you have any questions.

Thank you for the opportunity to serve the Rescue Union School District

Sincerely,

Steve Polan; Project Manager, Carter-Kelly, Inc. / 530-621-0950 / stevep@carterkelly.com

Rescue USD Facility Improvement Projects Estimates
March 14, 2017

#	Project	Estimate	From Proposed \$300,000 CSD Capital Investment	Rescue USD Investment from Capital Facility Funds
	Marina Village Physical Education Classroom Field Improvement	\$ 169,580.00	\$ 169,580.00	\$ -
	Marina Village Physical Education ClassroomTrack Improvement	\$ 72,683.00	\$ -	\$ 72,683.00
	Marina Village Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Lake Forest Physical Education Classroom Field Improvement	\$ 174,006.00	\$ 130,420.00	\$ 43,586.00
	Lake Forest Physical Education ClassroomTrack Improvement	\$ 61,428.00	\$ -	\$ 61,428.00
	Lake Forest Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Jackson Physical Education ClassroomTrack Improvement	\$ 75,000.00	\$ -	\$ 75,000.00
	Marina Village Kitchen Improvement	\$ 43,940.00	\$ -	\$ 43,940.00
	Total	\$ 684,597.00	\$ 300,000.00	\$ 384,597.00

ITEM #: 10
DATE: March 14, 2017

Rescue Union School District

AGENDA ITEM: **Marina Village Middle School Physical Education – Running Track Improvement**

BACKGROUND:

As part of the construction of Marina Village Middle School, a narrow running track was installed that loops around the physical education and athletic fields. This track has deteriorated and now needs to be replaced due to safety concerns.

STATUS:

District staff has prepared a proposed scope of work and estimated budget. In addition, the district will negotiate with prequalified contractors pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCAA) procedures as set forth in the Public Contract Code Sections 22030-22045.

The estimated cost for this project is **\$72,683**, which is above the \$45,000 threshold and below the \$175,000 for CUPCCA projects. Therefore, this project will be informally bid pursuant to the California Public Contract Code.

Funding for this project will come from the District's Capital Facility Funds and will be offset by future facility use fees or a long-term capital investment agreement with the El Dorado Hills Community Services District.

FISCAL IMPACT:

The estimated project cost is \$72,683.00.

BOARD GOAL(S):

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Board Focus Goal V - FACILITY / HOUSING

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

Local Control Accountability Plan GOAL 6:

The District will create and maintain facilities and grounds that are safe, clean and conducive to the learning process.

RECOMMENDATION:

District Staff recommends the Board approve the Marina Village Middle School Physical Education - Running Track Replacement.

**Marina Village Middle School
Physical Education
Running Track Improvement**

Location: Marina Village Middle School
1901 Francisco Drive, El Dorado Hills, CA

Job Name: Athletic Department Walking/Running Track around play fields

Job Number: 17-

Job Scope: All Items Are Estimates

Description:

Remove and replace the existing Athletic department running track the follows the perimeter of the soccer and softball fields.

Demolition: 9,044 Sq. Ft.

Estimate \$18,540.00

Remove existing track and adjacent lawn area

- a. Grind off existing asphalt and adjacent lawn to a depth of 5"
- b. Asphalt grinding to be hauled to Rescue Elementary School and spread by dump in the overflow parking area, dirt and landscape to be off hauled to land fill
- c. Compact sub base material

Install Header board: 1,650 LF (Estimated)

Estimate \$10,375.00

- a. Install header board along the inside (lawn side) and outside of the track expansion.

Rock and Pavement of New Track: 9,044 Sq. Ft. = 1,005 LF X 9' Wide Estimate \$31,654.00

- a. Install a compacted depth of 3 inches (3") of class 2 aggregate base rock
- b. Pave new athletic track with a compacted depth of two inches(2") of ½ medium hot mix asphalt concrete

Estimate Sub-Total	\$ 60,569.00
10% Soft Costs	\$ 6,057.00
10% Contingency	\$ 6,057.00

Estimated Grand Total \$ 72,683.00

Special Notes:

This is a State Prevailing Wage Job

Contractor must have a valid State Contractors license A & C-12

Contractor must be registered with the Department of Industrial Relations & provide registration number.

Landscape irrigation, drainage and all other utilities will be moved by the District prior to the start of construction.

Marina Village Middle School

New Maintenance
Access Driveway -
Asphalt Paving

New Concrete Seating
Area

Widen asphalt
jogging path to 9' and
re-pave

New concrete
walk

Verify and Improve
Path of Travel to fields

New retaining wall

New concrete walk

Expand hardcourt to new
retaining walls

New retaining wall

New ADA Path of
travel to field

New ADA Path of travel to
existing ramp

Halifax Way

Manning Dr

Francisco Dr

Salisbury Dr

Rescue USD Facility Improvement Projects Estimates
March 14, 2017

#	Project	Estimate	From Proposed \$300,000 CSD Capital Investment	Rescue USD Investment from Capital Facility Funds
	Marina Village Physical Education Classroom Field Improvement	\$ 169,580.00	\$ 169,580.00	\$ -
	Marina Village Physical Education ClassroomTrack Improvement	\$ 72,683.00	\$ -	\$ 72,683.00
	Marina Village Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Lake Forest Physical Education Classroom Field Improvement	\$ 174,006.00	\$ 130,420.00	\$ 43,586.00
	Lake Forest Physical Education ClassroomTrack Improvement	\$ 61,428.00	\$ -	\$ 61,428.00
	Lake Forest Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Jackson Physical Education ClassroomTrack Improvement	\$ 75,000.00	\$ -	\$ 75,000.00
	Marina Village Kitchen Improvement	\$ 43,940.00	\$ -	\$ 43,940.00
	Total	\$ 684,597.00	\$ 300,000.00	\$ 384,597.00

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Marina Village Physical Education -
Softball Backstop Improvement

BACKGROUND:

The Marina Village Middle School Physical Education - Softball Fields have served generations of students and local community youth programs. The Marina Village Middle School – Physical Education South Softball Backstop is in disrepair and needs to be replaced.

STATUS:

In conjunction with the plans to improve the Marina Village Middle School Physical Education Running Track, the South Softball Field Backstop will be replaced with an approved half-round backstop to protect athletes, students, and others from foul balls. In addition, there is a need to shift the current southern softball field's position to ensure a continuous running surface around the facilities perimeter. Likewise, once the proposed Physical Education Running Track is in place, there will be a need to reestablish the softball field including: moving bases, adjusting irrigation lines and sprinklers, and bringing in infield mix. The purchase and installation of the South Softball Field Backstop will be contracted out, while many of the other repairs will be done by District staff.

FISCAL IMPACT:

The District will negotiate with prequalified contractors pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCAA) procedures as set forth in the Public Contract Code Sections 22030-22045.

The estimated cost for this project is \$43,900, which is under the \$45,000 threshold. Therefore, this project will be performed by negotiated contract or by purchase order with a qualified contractor.

Funding for this project will come from the District's Capital Facility Funds and will be offset by future facility use fees or a long-term capital investment agreement with the El Dorado Hills Community Services District.

BOARD GOAL(S):

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Board Focus Goal V - FACILITY / HOUSING

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

Local Control Accountability Plan GOAL 6:

The District will create and maintain facilities and grounds that are safe, clean and conducive to the learning process.

RECOMMENDATION:

The district staff recommends the Board approve the Marina Village Physical Education - Softball Backstop Replacement.

Rescue USD Facility Improvement Projects Estimates
March 14, 2017

#	Project	Estimate	From Proposed \$300,000 CSD Capital Investment	Rescue USD Investment from Capital Facility Funds
	Marina Village Physical Education Classroom Field Improvement	\$ 169,580.00	\$ 169,580.00	\$ -
	Marina Village Physical Education ClassroomTrack Improvement	\$ 72,683.00	\$ -	\$ 72,683.00
	Marina Village Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Lake Forest Physical Education Classroom Field Improvement	\$ 174,006.00	\$ 130,420.00	\$ 43,586.00
	Lake Forest Physical Education ClassroomTrack Improvement	\$ 61,428.00	\$ -	\$ 61,428.00
	Lake Forest Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Jackson Physical Education ClassroomTrack Improvement	\$ 75,000.00	\$ -	\$ 75,000.00
	Marina Village Kitchen Improvement	\$ 43,940.00	\$ -	\$ 43,940.00
	Total	\$ 684,597.00	\$ 300,000.00	\$ 384,597.00

ITEM #: 12
DATE: March 14, 2017

Rescue Union School District

AGENDA ITEM: **Marina Village Middle School**
Physical Education Classroom Field Improvement

BACKGROUND:

The useful life of the Marina Village Middle School field has run its course and is in need of a major overhaul. This physical education classroom field has suffered through years of inadequate irrigation pressure and water volume which has rendered past maintenance/repairs useless. The classroom field, which is used daily by hundreds of students, is not in adequate condition for our PE department or facility use.

STATUS:

The irrigation has been corrected by district maintenance staff with a number of major plumbing endeavors saving the district tens of thousands of dollars. We have done extensive research to find a turf that will with stand the daily use, but will also be water efficient. The Rhizomatous Tall Fescue (RTF) is a new generation of turf that is both drought resistant and an excellent turf for high use athletic fields. RTF has been used extensively on sports fields throughout the United States and Canada.

FISCAL IMPACT:

District staff has prepared a proposed scope of work and estimated budget. In addition, the district will seek informal bids from prequalified contractors pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) procedures as set forth in the Public Contract Code Sections 22030-22045.

The estimated cost for this project is **\$169,580**, which is above the \$45,000 threshold and below the \$175,000 for CUPCCA projects. Therefore, this project will be informally bid pursuant to the California Public Contract Code.

Funding for this project will come from the District's Capital Facility Funds and will be offset by future facility use fees or a long-term capital investment agreement with the El Dorado Hills Community Services District.

BOARD GOAL(S):

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Board Focus Goal V - FACILITY / HOUSING

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

Local Control Accountability Plan GOAL 6:

The District will create and maintain facilities and grounds that are safe, clean and conducive to the learning process.

RECOMMENDATION:

District Staff recommends the Board approve the Physical Education Classroom Field Improvement at Marina Village Middle School.

Location: Marina Village Middle School
1901 Francisco Drive
El Dorado Hills, CA

Job Name: Improvement of Marina Village Physical Education Classroom Field

Job Number: 17-

Job Scope: All Items Are Estimated

Description:

This is an improvement to the Marina Village Physical Education Classroom Field, consisting of the following elements:

- Remove all turf and weeds.
- Augmentation of the soil that will promote new turf growth.
- Improvement of existing irrigation system including new controls with weather sensors.

Demolition: **107,000 sq. ft.**

Estimate: \$28,780.00

Remove existing turf/weeds

- a. Remove existing turf and weeds and dispose of material off site.
- b. Along existing track move existing sprinkler heads and any drains 10' out from fence on the North side of the field only.
- c. Rough grade and re-crown field to correct slope for adequate drainage.

Irrigation system:

Estimate: \$20,000.00

Improve irrigation system including piping, valves, sprinkler heads and controls with weather & moisture sensors

Soil Preparation: **107,000 sq. ft.**

Estimate: \$35,200.00

- a. Use provided soil analysis from Sunland Analysis to determine and supply Apply recommended soil amendments before ripping and rototilling into the ground.
- b. Drag and apply finish grade to field.
- c. Adjust irrigation system to provide adequate coverage for new turf.

New Turf: **107,000 sq. ft.**

Estimate: \$85,600.00

- a. Install fresh *Rhizomatous Tall Fescue (RTF)* as per the growers recommendation
- b. Run irrigation system to make sure the new turf has adequate water coverage.

Estimated Total

\$169,580.00

Special Notes:

Sod to be installed is a drought resistant blend *Rhizomatous Tall Fescue (RTF)*.

This is a State Prevailing Wage Job

All contractors must have a valid State license A, & C-27

All contractors must be Registered with the Department of Industrial Relations and provide DIR#

Marina Village Middle School

New Maintenance
Access Driveway -
Asphalt Paving

New Concrete Seating
Area

Widen asphalt
jogging path to 9' and
re-pave

New concrete
walk

Verify and Improve
Path of Travel to fields

New retaining wall

New concrete walk

Expand hardcourt to new
retaining walls

New retaining wall

New ADA Path of
travel to field

New ADA Path of travel to
existing ramp

Halifax Way

Manning Dr

Francisco Dr

Salisbury Dr

Rescue USD Facility Improvement Projects Estimates
March 14, 2017

#	Project	Estimate	From Proposed \$300,000 CSD Capital Investment	Rescue USD Investment from Capital Facility Funds
	Marina Village Physical Education Classroom Field Improvement	\$ 169,580.00	\$ 169,580.00	\$ -
	Marina Village Physical Education ClassroomTrack Improvement	\$ 72,683.00	\$ -	\$ 72,683.00
	Marina Village Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Lake Forest Physical Education Classroom Field Improvement	\$ 174,006.00	\$ 130,420.00	\$ 43,586.00
	Lake Forest Physical Education ClassroomTrack Improvement	\$ 61,428.00	\$ -	\$ 61,428.00
	Lake Forest Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Jackson Physical Education ClassroomTrack Improvement	\$ 75,000.00	\$ -	\$ 75,000.00
	Marina Village Kitchen Improvement	\$ 43,940.00	\$ -	\$ 43,940.00
	Total	\$ 684,597.00	\$ 300,000.00	\$ 384,597.00

Rescue Union School District

AGENDA ITEM: Lake Forest Elementary School Physical Education
Walking/Running Track Improvement

BACKGROUND:

As part of the construction of Lake Forest Elementary School, a narrow running track was installed that loops around the physical education and athletic fields. This track has deteriorated and now needs to be replaced due to safety concerns.

STATUS:

District staff has prepared a proposed scope of work and estimated budget. In addition, the district will seek informal bids from prequalified contractors pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) procedures as set forth in the Public Contract Code Sections 22030-22045.

The estimated cost for this project is **\$61,428**, which is above the \$45,000 threshold and below the \$175,000 for CUPCCA projects. Therefore, this project will be informally bid pursuant to the California Public Contract Code.

Funding for this project will come from the District's Capital Facility Funds and will be offset by future facility use fees or a long-term capital investment agreement with the El Dorado Hills Community Services District.

BOARD GOAL(S):

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Board Focus Goal V - FACILITY / HOUSING

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

Local Control Accountability Plan GOAL 6:

The District will create and maintain facilities and grounds that are safe, clean and conducive to the learning process.

FISCAL IMPACT:

The estimated project cost is \$61,428.00.

RECOMMENDATION:

District Staff recommends the Board approve the Lake Forest Elementary School Physical Education – Walking/Running Track Improvement.

Lake Forest Elementary School
Physical Education – Walking/Running Track (Scope Estimate)

Location: Lake Forest Elementary School

Job Name: Physical Education Walking/Running Track

Job Number: 17-

Job Scope: *All Items are Estimates*

Description:

Remove and replace the existing Physical Education Walking/Running Track the follows the perimeter of the Physical Education Classroom Fields.

Demolition: 7,399 Sq. Ft. Estimate \$15,168.00

Remove existing track and adjacent lawn area

- a. Grind off existing asphalt and adjacent lawn to a depth of 5"
- b. Asphalt grinding to be hauled to Rescue Elementary School and spread by dump in the overflow parking area, dirt and landscape to be off hauled to land fill
- c. Compact sub base material

Install Header board: 1,350 LF (Estimated) Estimate \$10,125.00

- a. Install header board along the inside (lawn side) and outside of the track expansion.

Rock and Pavement of New Track: 7,399 Sq. Ft. = 822 LF X 9' Wide Estimate \$25,897.00

- a. Install a compacted depth of 3 inches (3") of class 2 aggregate base rock
- b. Pave new athletic track with a compacted depth of two inches(2") of ½ medium hot mix asphalt concrete

Estimate Sub-Total	\$ 51,190.00
10% Soft Costs	\$ 5,119.00
10% Contingency	\$ 5,119.00

Estimated Grand Total \$ 61,428.00

Special Notes:

This is a State Prevailing Wage Job

Contractor must have a valid State Contractors license A & C-12

Contractor must be registered with the Department of Industrial Relations & provide registration number.

Landscape irrigation, drainage and all other utilities will be moved by the District prior to the start of construction.



Marina Village Middle School

New Maintenance Access Driveway - Asphalt Paving

Lake Forest Physical Eduction Walking/Running Track

New Concrete Seating Area

Widen asphalt jogging path to 9' and re-pave

New concrete walk

Verify and Improve Path of Travel to fields

New retaining wall

Lake Forest Physical Education Softball Backstop

New concrete walk

Expand hardcourt to new retaining walls

New retaining wall

New ADA Path of travel to field

New ADA Path of travel to existing ramp

Rescue USD Facility Improvement Projects Estimates
March 14, 2017

#	Project	Estimate	From Proposed \$300,000 CSD Capital Investment	Rescue USD Investment from Capital Facility Funds
	Marina Village Physical Education Classroom Field Improvement	\$ 169,580.00	\$ 169,580.00	\$ -
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	Marina Village Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Lake Forest Physical Education Classroom Field Improvement	\$ 174,006.00	\$ 130,420.00	\$ 43,586.00
	Lake Forest Physical Education ClassroomTrack Improvement	\$ 61,428.00	\$ -	\$ 61,428.00
	Lake Forest Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Jackson Physical Education ClassroomTrack Improvement	\$ 75,000.00	\$ -	\$ 75,000.00
	Marina Village Kitchen Improvement	\$ 43,940.00	\$ -	\$ 43,940.00
	Total	\$ 684,597.00	\$ 300,000.00	\$ 384,597.00

RESCUE UNION SCHOOL DISTRICT

**AGENDA ITEM: Lake Forest Elementary School Physical Education -
Softball Backstop Improvement**

BACKGROUND:

The Lake Forest Elementary School Physical Education - Softball Field has served generations of students and local community youth programs. The Lake Forest Elementary School – Physical Education South Softball Backstop is in disrepair and needs to be replaced.

STATUS:

In conjunction with the plans to improve the Lake Forest Elementary School Physical Education Running Track, the Lake Forest Elementary School Softball Field Backstop will be replaced with an approved half-round backstop to protect athletes, students, and others from foul balls. In addition, there may be a need to shift the current softball field's position to ensure a continuous running surface around the facilities perimeter. Likewise, once the proposed Physical Education Running Track is in place, there may be a need to reestablish the softball field including: moving bases, adjusting irrigation lines and sprinklers, and bringing in infield mix. The purchase and installation of the Lake Forest Elementary School Softball Field Backstop will be contracted out, while many of the other repairs will be done by District staff.

FISCAL IMPACT:

The District will negotiate with prequalified contractors pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCAA) procedures as set forth in the Public Contract Code Sections 22030-22045.

The estimated cost for this project is \$43,900, which is under the \$45,000 threshold. Therefore, this project will be performed by negotiated contract or by purchase order with a qualified contractor.

Funding for this project will come from the District's Capital Facility Funds and will be offset by future facility use fees or a long-term capital investment agreement with the El Dorado Hills Community Services District.

BOARD GOAL(S):

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Board Focus Goal V - FACILITY / HOUSING

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

Local Control Accountability Plan GOAL 6:

The District will create and maintain facilities and grounds that are safe, clean and conducive to the learning process.

RECOMMENDATION:

The district staff recommends the Board approve the Lake Forest Elementary School Physical Education - Softball Backstop Replacement.



Marina Village Middle School

New Maintenance Access Driveway - Asphalt Paving

Lake Forest Physical Eduction Walking/Running Track

New Concrete Seating Area

Widen asphalt jogging path to 9' and re-pave

New concrete walk

Verify and Improve Path of Travel to fields

New retaining wall

Lake Forest Physical Education Softball Backstop

New concrete walk

Expand hardcourt to new retaining walls

New retaining wall

New ADA Path of travel to field

New ADA Path of travel to existing ramp

Halifax Way

Manning Dr

Francisco Dr

Salisbury Dr

Rescue USD Facility Improvement Projects Estimates
March 14, 2017

#	Project	Estimate	From Proposed \$300,000 CSD Capital Investment	Rescue USD Investment from Capital Facility Funds
	Marina Village Physical Education Classroom Field Improvement	\$ 169,580.00	\$ 169,580.00	\$ -
	Marina Village Physical Education ClassroomTrack Improvement	\$ 72,683.00	\$ -	\$ 72,683.00
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	Lake Forest Physical Education Classroom Field Improvement	\$ 174,006.00	\$ 130,420.00	\$ 43,586.00
	Lake Forest Physical Education ClassroomTrack Improvement	\$ 61,428.00	\$ -	\$ 61,428.00
	Lake Forest Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Jackson Physical Education ClassroomTrack Improvement	\$ 75,000.00	\$ -	\$ 75,000.00
	Marina Village Kitchen Improvement	\$ 43,940.00	\$ -	\$ 43,940.00
	Total	\$ 684,597.00	\$ 300,000.00	\$ 384,597.00

ITEM #: 15
DATE: March 14, 2017

Rescue Union School District

AGENDA ITEM: **Lake Forest Elementary School**
Physical Education Classroom Field Improvement

BACKGROUND:

The useful life of the Lake Forest Elementary School field has run its course and is in need of a major overhaul. The physical education classroom field has suffered through years of inadequate irrigation pressure and water volume which has rendered past maintenance/repairs useless. The field which is used daily by hundreds of students is not in adequate condition for our PE department or facility use.

STATUS:

The irrigation has been corrected by district maintenance staff with a number of major plumbing endeavors saving the district tens of thousands of dollars. We have done extensive research to find a turf that will with stand the daily use, but will also be water efficient. The Rhizomatous Tall Fescue (RTF) is a new generation of turf that is both drought resistant and an excellent turf for high use physical education classroom fields. RTF has been used extensively on sports fields throughout the United States and Canada.

FISCAL IMPACT:

District staff has prepared a proposed scope of work and estimated budget. In addition, the district will seek informal bids from prequalified contractors pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) procedures as set forth in the Public Contract Code Sections 22030-22045.

The estimated cost for this project is **\$174,006**, which is above the \$45,000 threshold and below the \$175,000 for CUPCCA projects. Therefore, this project will be informally bid pursuant to the California Public Contract Code.

Funding for this project will come from the District's Capital Facility Funds and will be offset by future facility use fees or a long-term capital investment agreement with the El Dorado Hills Community Services District.

BOARD GOAL(S):

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Board Focus Goal V - FACILITY / HOUSING

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

Local Control Accountability Plan GOAL 6:

The District will create and maintain facilities and grounds that are safe, clean and conducive to the learning process.

RECOMMENDATION:

District Staff recommends the Board approve the Physical Education Classroom Field Improvement at Lake Forest Elementary School.

Location: Lake Forest Physical Education Classroom Field
2240 Salisbury Drive
El Dorado Hills, CA

Job Name: Improvement of Lake Forest Physical Education Classroom field turf

Job Number: 17-

Job Scope: **All Items Are Estimated**

Description:

This is a renovation of the Lake Forest Physical Education Classroom existing fields, consisting of the following elements:

- Remove all turf and weeds.
- Augmentation of the soil that will promote new turf growth.
- Improvement of existing irrigation system including new controls with weather sensors.
- Install 3'x3'x450' French drain running North South to prevent water from shedding from the West field to the East field causing saturation on the East field.

Demolition: 98,000 sq. ft.

Estimate: \$26,360.00

Remove existing turf/weeds

- a. Remove existing turf and weeds and dispose of material off site.
- b. Along existing track move existing sprinkler heads and any drains 10' out from fence on the North side of the field only.
- c. Rough grade and re-crown field to correct slope for adequate drainage.

Irrigation system:

Estimate: \$10,000.00

- a. Improve irrigation system including piping, valves, sprinkler heads and controls with weather & moisture sensors.

French Drain: 450' LF

Estimate: \$27,000.00

- a. Install a French drain using 6" perforated SCH. 40 PVC with metal DI grates spaced evenly along the entire length.
- b. Drain trench with be 2' wide at the bottom part that holds the 6" perforated PVC lined with sediment fabric and drain rock on top.
- c. Finish with sand cap of 8" for turf to grow on.

See drawing

Soil Preparation: 98,000 sq. ft.

Estimate: \$32,240.00

- a. Use provided soil analysis from Sunland Analysis to determine and supply Apply recommended soil amendments before ripping and rototilling into the ground.
- b. Drag and apply finish grade to field.
- c. Adjust irrigation system to provide adequate coverage for new turf.

New Turf: **98,000 sq. ft.**

Estimate: \$78,400.00

- a. Install fresh *Rhizomatous Tall Fescue (RTF)* as per the growers recommendation
- b. Run irrigation system to make sure the new turf has adequate water coverage.

Estimated Total \$174,406.00

Special Notes:

Sod to be installed is a drought resistant blend *Rhizomatous Tall Fescue (RTF)*.

This is a State Prevailing Wage Job

All contractors must have a valid State license A, & C-27

All contractors must be Registered with the Department of Industrial Relations and provide DIR#



Marina Village Middle School

New Maintenance Access Driveway - Asphalt Paving

Lake Forest Physical Eduction Walking/Running Track

New Concrete Seating Area

Widen asphalt jogging path to 9' and re-pave

New concrete walk

Verify and Improve Path of Travel to fields

New retaining wall

Lake Forest Physical Education Softball Backstop

New concrete walk

Expand hardcourt to new retaining walls

New retaining wall

New ADA Path of travel to field

New ADA Path of travel to existing ramp

Halifax Way

Manning Dr

Francisco Dr

Salisbury Dr

Rescue USD Facility Improvement Projects Estimates
March 14, 2017

#	Project	Estimate	From Proposed \$300,000 CSD Capital Investment	Rescue USD Investment from Capital Facility Funds
	Marina Village Physical Education Classroom Field Improvement	\$ 169,580.00	\$ 169,580.00	\$ -
	Marina Village Physical Education ClassroomTrack Improvement	\$ 72,683.00	\$ -	\$ 72,683.00
	Marina Village Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Lake Forest Physical Education Classroom Field Improvement	\$ 174,006.00	\$ 130,420.00	\$ 43,586.00
	Lake Forest Physical Education ClassroomTrack Improvement	\$ 61,428.00	\$ -	\$ 61,428.00
	Lake Forest Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
	Jackson Physical Education ClassroomTrack Improvement	\$ 75,000.00	\$ -	\$ 75,000.00
	Marina Village Kitchen Improvement	\$ 43,940.00	\$ -	\$ 43,940.00
	Total	\$ 684,597.00	\$ 300,000.00	\$ 384,597.00

ITEM #: 16
DATE: March 14, 2017

Rescue Union School District

**AGENDA ITEM: Jackson Elementary School Physical Education
Walking/Running Track Improvement**

BACKGROUND:

During the course of Jackson Elementary School's fifty year history, a narrow running track was installed that loops around the physical education and athletic field. This track has deteriorated and now needs to be replaced due to safety concerns.

STATUS:

District staff has prepared a proposed scope of work and estimated budget. In addition, the district will seek informal bids from prequalified contractors pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) procedures as set forth in the Public Contract Code Sections 22030-22045.

The estimated cost for this project is \$75,000 which is above the \$45,000 threshold and below the \$175,000 for CUPCCA projects. Therefore, this project will be informally bid pursuant to the California Public Contract Code.

Funding for this project will come from the District's Capital Facility Funds and will be offset by future facility use fees or a long-term capital investment agreement with the El Dorado Hills Community Services District.

FISCAL IMPACT:

The estimated project cost is \$75,000.00.

BOARD GOA(S):

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Board Focus Goal V - FACILITY / HOUSING

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

Local Control Accountability Plan GOAL 6:

The District will create and maintain facilities and grounds that are safe, clean and conducive to the learning process.

RECOMMENDATION:

District Staff recommends the Board approve the Jackson Elementary School Physical Education – Walking/Running Track Improvement.

Jackson Elementary School
Physical Education – Walking/Running Track (Scope Estimate)

Location: Jackson Elementary School

Job Name: Physical Education Walking/Running Track

Job Number: 17-

Job Scope: *All Items are Estimates*

Description:

Remove and replace the existing Physical Education Walking/Running Track the follows the perimeter of the Physical Education Classroom Fields.

Demolition: 9,756 Sq. Ft. (Estimated)

Estimate \$20,000.00

Remove existing track and adjacent lawn area

- a. Grind off existing asphalt and adjacent lawn to a depth of 5"
- b. Asphalt grinding to be hauled to Rescue Elementary School and spread by dump in the overflow parking area, dirt and landscape to be off hauled to land fill
- c. Compact sub base material

Install Header board: 2,000 LF (Estimated)

Estimate \$15,000.00

- a. Install header board along the inside (lawn side) and outside of the track expansion.

Rock and Pavement of New Track: 9,756 Sq. Ft. = 822 LF X 9' Wide

Estimate \$35,000.00

- a. Install a compacted depth of 3 inches (3") of class 2 aggregate base rock
- b. Pave new athletic track with a compacted depth of two inches(2") of ½ medium hot mix asphalt concrete

Estimate Sub-Total \$ 70,000.00

Contingency \$ 5,000.00

Estimated Grand Total \$ 75,000.00

Special Notes:

This is a State Prevailing Wage Job

Contractor must have a valid State Contractors license A & C-12

Contractor must be registered with the Department of Industrial Relations & provide registration number.

Landscape irrigation, drainage and all other utilities will be moved by the District prior to the start of construction.

Rescue USD Facility Improvement Projects Estimates
March 14, 2017

#	Project	Estimate	From Proposed \$300,000 CSD Capital Investment	Rescue USD Investment from Capital Facility Funds
	Marina Village Physical Education Classroom Field Improvement	\$ 169,580.00	\$ 169,580.00	\$ -
	Marina Village Physical Education ClassroomTrack Improvement	\$ 72,683.00	\$ -	\$ 72,683.00
	Marina Village Physical Education Classroom Backstop Improvement	\$ 43,980.00	\$ -	\$ 43,980.00
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	Jackson Physical Education ClassroomTrack Improvement	\$ 75,000.00	\$ -	\$ 75,000.00
	Marina Village Kitchen Improvement	\$ 43,940.00	\$ -	\$ 43,940.00
	Total	\$ 684,597.00	\$ 300,000.00	\$ 384,597.00

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM:

Approve Resolution Number 17-08, Resolution of Intention to Eliminate/Reduce Classified Positions

BACKGROUND:

Periodically changes occur which result in the reduction of hours/elimination of positions for classified employees. The Board must formally approve a reduction of hours and/or elimination of positions.

STATUS:

Education Code 45117(a) and (b) requires notice to be given to affected employees a minimum of 60 days prior to the effective date of the lay-off. The District is proposing the elimination or reduction in days of the following positions for 2017-2018.

Due to the lack of funds or lack of work it shall be necessary to reduce the total annual days/hours worked and/or elimination of the following positions:

<u>Position(s)</u>		<u>Reduction/Elimination</u>
I.A. Paraeducator (Pos. #170072)	1	From .0525 FTE to 0.0 FTE

FISCAL IMPACT:

This reduction will be reflected in the 2017-2018 budget.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to provide quality education for our students.

RECOMMENDATION:

Recommendation to adopt Resolution No. 17-08 to eliminate/reduce classified positions, including transmittal of appropriate notices to affected employee(s), if any, pursuant to Education Code sections 45114, 45115, 45117, 45298 and 45308.

RESCUE UNION SCHOOL DISTRICT

Resolution of Intention to Eliminate/Reduce Classified Positions

Resolution #17-08

WHEREAS, due to the lack of work and/or lack of funds, the Governing Board hereby finds that it is in the best interest of the Rescue Union School District ("District"), to reduce or eliminate the following position(s):

<u>Classification</u>	<u>Position(s)</u>	<u>Reduction</u>
I.A. Paraeducator (Pos. #170072)	1	From .0525 FTE to 0.0 FTE

NOW, THEREFORE, BE IT RESOLVED by the Governing Board that:

1. As of the 14th day of March, 2017, or as soon thereafter as possible, the above-identified reductions shall be reduced or discontinued to the extent hereinabove set forth.
2. The Superintendent, or designee, of the Rescue Union School District be and hereby is authorized and directed to give notice of layoff to the affected classified employees, pursuant to District rules and regulations as well as the applicable provisions of the Education Code of the State of California, which shall include their re-employment and displacement rights, if any, no later than sixty (60) days prior to the effective date of layoff as set forth above.

PASSED AND ADOPTED at the regular meeting of the Governing Board held on March 14, 2017 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

President, Board of Education

Rescue Union School District

AGENDA ITEM: Sunshine Document for 2016-2017 CSEA Negotiations

BACKGROUND:

The Board is required to set a date for public comment on collective bargaining unit re-opens for the upcoming sessions.

STATUS:

The California School employees Association, and its Rescue Chapter #737 (CSEA) bargaining unit has presented the District with the following topics to be discussed in the negotiations for 2016-2017.

Article XV Health Benefits:

- Section 15.1 - CSEA is proposing that the district provide a fair and equitable increase to the Insurance CAP for employees as provided in appendage "A" Salary and Health Benefits Schedule.

Article V Hours and Working Conditions:

- Add additional language addressing split-shift pay and shift differential pay

Article XIV Layoff and Re-Employment:

- Section 14.8 – Modify language to address declined offers of work. In addition, add three new sections (1) Add Ed Code language of 60-day notice of layoff (2) Existing employee's workloads shall not increase immediately or over long term as a result of layoffs and (3) Staffing levels shall be returned to pre-layoff levels as soon as conditions merit.

Article XVI Set New Term of Agreement:

The Administration presents the following topics to be discussed in negotiations for 2016-2017.

Article XII District Transportation:

- Bidding Section 12.3 - Clarify how bus routes that become available are bid on and filled after the initial route bidding.
- Fieldtrip Section 12.5.7 - If a fieldtrip is rescheduled the initial driver will have first rights to the rescheduled trip
- Extra Hours Section 12.6 - When extra work is available it, it will be offered by classification seniority on a rotating basis to those employees who are available for the extra work and wish to perform the extra duties unless it brings a driver into overtime
- Athletic trips that occur within the drivers' regular work hours will be assigned (no extra income involved)

The Board is asked to set April 4, 2017, the next regularly scheduled Board meeting, as the date for public comments.

FISCAL IMPACT:

Unknown at this time

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

RECOMMENDATION:

Set April 4, 2017 Board Meeting for public comment on CESA negotiations re-openers.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **School Calendar – for 2017-2018**

BACKGROUND:

During the 2016-2017 school year, the District Calendar Committee met to develop the school calendar for 2017-18. The committee also prepared a draft for 2018-2019, but would like to study the impact of scheduled breaks on ADA and the potential benefits of an early parent conference week for elementary teachers, prior to making a formal recommendation for 2018-2019. The recommended calendar for 2017-2018 was approved by RUFT and CSEA.

STATUS:

Annually, a District Calendar Committee is convened to discuss calendar options. A teacher, a classified representative, and a parent from each site were recommended to be on the District committee and confidential staff also participated. Under the guidance of the Assistant Superintendent of Curriculum and Instruction, the committee has prepared a recommended calendar for 2017-2018. RUFT and CSEA have ratified the recommended calendar.

FISCAL IMPACT:

NA

BOARD GOAL(S):

Board Focus Goal I – STUDENT NEEDS

- A. Student Safety and Well Being: Enhance and encourage social, emotional, ethical and civic learning by providing a safe, supportive and diverse environment
- B. Curriculum and Instruction: Provide a meaningful, innovative learning environment using Common Core and other student content standards and researched-based, progressive, effective instructional methodology, instructional materials, staff development and technology that will ensure student success in career and college.

Board Focus Goal III – COMMUNICATION/COMMUNITY INVOLVEMENT:

Establish and maintain consistent and effective communication that is transparent and timely in an effort to provide and receive information that will engage and educate our District community.

RECOMMENDATION:

The District recommends that the RUSD Board of Trustees approve the 2017-2018 school year calendar, as recommended by the Calendar Committee and Superintendent.



DRAFT
17-18 A
March 1, 2017

RESCUE UNION SCHOOL DISTRICT

2017-2018 School Calendar

"Educating for the Future, Together"



First Day /Last Day of Classes
Holiday
Minimum Day
Early Release Staff Dev / Collaboration
Staff Development (students do not attend)

AUG '17				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEP				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCT				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOV				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DEC				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

7 **Staff Development Day**
(Students do not attend)
8 **Teacher Work Day**
(Students do not attend)
9 **FIRST DAY OF CLASSES**
21 **Early Release-All Schools**

4 **Labor Day**
5 **Staff Development Day**
(Students do not attend)
11, 25 **Early Release-All Schools**
21-22 **Parent Teacher Conference**
(Minimum Day-Middle Schools)

9, 23 **Early Release-All Schools**
31 **Minimum Day-All Schools**

3 **Teacher Prep. Report Cards**
(Minimum Day- All Schools)
3 **END FIRST TRIMESTER**
10 **Veteran's Day (observed)**
13-17 **Parent Teacher Conference**
(Minimum Day - Elem. Schools)
20-24 **Thanksgiving Break**

4 **Early Release-All Schools**
19 **Minimum Day-All Schools**
20 **Winter Break Begins**

JAN '18				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEB				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

MAR				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

APR				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

MAY				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

1 **New Year's Day**
3 **Winter Break Ends**
8, 22 **Early Release-All Schools**
15 **Martin Luther King Jr. Day**

5 **Early Release-All Schools**
12 **Lincoln's Day (observed)**
19 **Presidents' Day**
(Washington's Day observed)
23 **Teacher Prep. Report Cards**
(Minimum Day-All Schools)
23 **END SECOND TRIMESTER**

5, 19 **Early Release-All Schools**
26 **Spring Break Begins**

2 **Spring Break Ends**
16 **Early Release-All Schools**

7, 21 **Early Release-All Schools**
18 **Teacher Prep. Report Cards**
(Minimum Day-All Schools)
25 **LAST DAY OF CLASSES**
(Minimum Day-All Schools)
25 **END THIRD TRIMESTER**
28 **Memorial Day**

Elementary Minimum Days (11)	
NOV 3,13-17	MAY 18, 25
DEC 19	
FEB 23	
Early Release / Minimum Day Dismissal	
GRADES 1-5 ---	

Early Release Days	
AUG 21	FEB 5
SEPT 11, 25	MAR 5, 19
OCT 9, 23	APR 16
DEC 4	MAY 7, 21
JAN 8, 22	

Middle School Minimum Days (8)	
SEP 21, 22	FEB 23
NOV 3	MAY 18, 25
DEC 19	
Early Release /Minimum Day Dismissal	
GRADES 6-8 ---	

Rescue Union School District

AGENDA ITEM: **LCAP Technology Equipment Purchase**
Chromebooks, Carts, Wireless Access Points

BACKGROUND:

Over the past four years, we have been working towards the ability for students to have access to technology in the classroom on a daily basis to support our online curriculum, enhance their education experience and help to engage students in their learning.

STATUS:

Rescue Union School District is currently equipped with better than a 2:1 ratio of students to Chromebooks in our middle schools. In our fourth and fifth grade classrooms we are currently at approximately 1.5:1 ratio of students to Chromebooks. This makes it difficult for teachers to incorporate the online resources on a regular basis for our students. To accommodate for the Chromebook devices, we currently have one wireless access point in every other classroom. By purchasing the following equipment, we will make strides to our Local Control Accountability Plan Goal 2 of providing an innovative and engaging learning environment that effectively integrates the use of technology into the teaching and learning process to ensure that our students are well-prepared for success in high school, career, and college.

These proposed numbers for purchase may vary pending final quotes:

1. 1159 – Chromebook computers
2. 50 – 36 Unit Carts
3. 46 – Wireless Access Points (WAP)

With this purchase, we will be able to provide a Chromebook, stored and charged in a cart in the classroom, for every student in all their classes from third grade through eighth grade. Detailed cost per school and grade level is provided on the included supporting documents.

Due to the pending Marina Village Two-Story Classroom Project and its impact on the Technology Department, district staff recommends advancing the time table for this proposed purchase in order to allow the Technology Department the time needed to get the devices ready for the 2017-2018 school year.

FISCAL IMPACT:

There are three aspects to this project: Chromebooks, 36-Unit Carts, and Wireless Access Points. Approximate costs of each aspect of this project are broken down on the supporting documents. The total budget for the project is not to exceed \$500,000 and will be charged to the General Fund.

BOARD GOAL(S):

Board Focus Goal I – STUDENT NEEDS:

- A. Student Safety and Well Being: Enhance and encourage social, emotional, ethical and civic learning by providing a safe, supportive and diverse environment.
- B. Curriculum and Instruction: Provide a meaningful, innovative learning environment using Common Core, and other student content standards and research-based, progressive, effective instructional methodology, instructional materials, staff development and technology that will ensure student success in career and college.

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

Local Control Accountability Plan Goal 2:

The District will provide an innovative and engaging learning environment that effectively integrates the use of technology into the teaching and learning process to ensure that our students are well-prepared for success in high school, career, and college.

RECOMMENDATION:

District staff recommends the Board approve the LCAP Technology Equipment Purchase.

2017 Chromebook Proposal

To the Rescue Union School District Board of Trustees
March 14, 2017

The LCAP Connection

Goal 2

The District will provide an innovative and engaging learning environment that **effectively integrates the use of technology into the teaching and learning process** to ensure that our students are well-prepared for success in high school, career, and college.

Action

RUSD will **continue to support access to technology** and the integration of other 21st century skills in the classroom...

How are Chromebooks currently being used?

- Access to dynamic, district adopted curriculum
 - Go Math!, Big Ideas, Benchmark, Studysync, etc.
- Access to teacher developed lessons and resources through Google Classroom
- Access to supplemental instructional resources
 - Reflex Math, Ten Marks, Code.org, etc.
- Collaborative activities
 - Google Apps, Pear DEck, Padlets
- Online Assessments
 - SBAC, Juno, Curricular, etc.
- Creative student productions
 - Podcasts, films, hyperdocs,
- Research

Challenges with Current Chromebook Numbers

- Shared Chromebook carts results in less consistent and less frequent use.
- Limited availability of Chromebooks can be a barrier to teachers fully embracing professional development or applications
 - “Why dedicate time to learning a program if I can’t use what I learn with students?”
- Moving Chromebook carts from class to class is time consuming and promotes increased wear on carts.
- Classes that use Chromebooks frequently can still have their carts pulled for standardized testing and other school needs.
- Students cannot fully experience the dynamic content in our adopted curriculum without consistent access to computers.

We've created a wonderful problem for ourselves!

Our staff and students have been well trained in technology, we've adopted a robust technology scope and sequence, we've hired amazing Technology TOSAs who are supporting the integration of technology within the classroom,

...and now our staff and students are asking for us to provide the devices so that they can use what they've learned to advance their learning and demonstrate their understanding.

Stakeholder Support

The 2016 LCAP Parent Survey indicated that the integration of technology in the classroom is among the highest priority*

- second only to STEAM activities among middle school parents, and
- STEAM activities and low class size among elementary parents.

87.4% of teachers rated the LCAP action for integrating technology a 3 or a 4 on the 2016 RUFT LCAP Survey

Students in the 2016 and 2017 Listening Circles reported that learning to use technology, including Chromebooks, was one of the most important things they do at school.

What would this proposal provide?

- Each classroom in grades 3-5 would have a cart of Chromebooks stocked for the number of students in that class.
- Middle school teachers would have their carts stocked at the highest enrolled section of their day.
- One additional Chromebook would be included in each cart for emergency or teacher use.
- Chromebook numbers would be monitored by IT and would be adjusted as enrollment increases or declines.

What would this proposal provide?

- Each student in grades 3-8 would have access to a Chromebook throughout the day.
- SBAC testing could be delayed several weeks for some students to allow more time for instruction.
- Teachers and students can finally integrate technology into the classroom in routine ways, increasing familiarity and becoming more proficient users of the devices and applications.

The Proposal

RUSD LCAP TECHNOLOGY EQUIPMENT PROPOSAL							
SCHOOL SITE	GRADE LEVEL	14" HP CHROMEBOOK \$250.00	11" DELL CHROMEBOOK \$300.00	CHROME LICENSES \$26.00	ANTHRO 36-UNIT CART \$2000.00	WIRELESS ACCESS POINT \$650.00	TOTAL COST
Green Valley Elementary School	Third Grade	0	22	22	3	1	\$13,822.00
	Fourth Grade	9	9	9	1	0	\$4,934.00
	Fifth Grade	23	23	23	1	1	\$10,148.00
Jackson Elementary School	Third Grade	0	28	28	2	1	\$13,778.00
	Fourth Grade	24	24	24	1	0	\$9,824.00
	Fifth Grade	15	15	15	1	1	\$7,540.00
Lake Forest Elementary School	Third Grade	0	36	36	1	1	\$14,386.00
	Fourth Grade	37	37	37	2	2	\$17,362.00
	Fifth Grade	51	51	51	2	1	\$21,276.00
Lakeview Elementary School	Third Grade	0	4	4	2	2	\$6,604.00
	Fourth Grade	4	4	4	0	0	\$1,304.00
	Fifth Grade	4	4	4	0	2	\$2,604.00
Rescue Elementary School	Third Grade	0	37	37	2	1	\$16,712.00
	Fourth Grade	61	61	61	3	3	\$27,836.00
	Fifth Grade	56	56	56	2	1	\$22,906.00
Marina Village Middle School	Sixth – Eighth Grade	378	0	378	13	13	\$138,778.00
Pleasant Grove Middle School	Sixth – Eighth Grade	370	0	370	14	16	\$140,520.00
GRAND TOTAL							\$470,334.00

Rationale for Immediate Action

The need for additional devices to allow teachers to instruct with full access to adopted digital resources is clear.

The purchase of additional devices and deployment was planned for the 2017-2018 school year; however...

considering the IT infrastructure work looming with the Marina Village building project, it makes sense to purchase and deploy these devices now to free up the IT crew to work on safely removing classroom technology, wireless access points, clock/Intercoms, phones, etc. and then getting everything setup again after the portables are moved.